

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

**NAE EDISON LLC D/B/A EDISON HOME
HEALTH CARE**

And

Case No. 29-CA-210276

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

and

Case No. 29-CB-210277

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT AND
NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the "Board") and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case No. 29-CA-210276 and Case No. 29-CB-210277, which are based on charges filed by 1199SEIU United Healthcare Workers East (the "Charging Party") against NAE Edison LLC d/b/a Edison Home Health Care ("Respondent Edison") and Local 713, International Brotherhood of Trade Unions (the "Respondent Local 713"), respectively, are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act

(the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Respondent Edison and Respondent Local 713 have violated the Act as described below.

1. The charge in Case No. 29-CA-210276 was filed by the Charging Party on November 20, 2017, and a copy was served on Respondent Edison by U.S. mail on November 21, 2017.

2. The charge in Case No. 29-CB-210277 was filed by the Charging Party on November 20, 2017, and a copy was served on Respondent Local 713 by U.S. mail on November 21, 2017.

3. (a) At all material times, Respondent Edison, a domestic corporation with its principal office and place of business located at 946 McDonald Avenue, Brooklyn, New York, has been engaged in providing home health care services to patients living in New York City and surrounding areas.

(b) In conducting its business operations described above in Paragraph 3(a) during the 12-month period ending December 31, 2017, which period is representative of its annual operations, generally, Respondent Edison derived gross revenues in excess of \$100,000.

(c) During the past year, which period is representative of its annual operations generally, in conducting its business described above in Paragraph 3(a), Respondent Edison received funds in excess of \$5,000 directly from entities located outside of the State of New York, including Medicaid funds directly from the United States Government.

(d) At all material times Respondent Edison has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

4. At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, Respondent Local 713 has been a labor organization within the meaning of Section 2(5) of the Act.

6. Beginning in about March 2016, and continuing through September 2016, Respondent Edison gave assistance and support to Respondent Local 713, including by permitting Respondent Local 713 to utilize Respondent Edison's facilities to organize Respondent Edison's employees during work time at a time when Respondent Edison knew that the Charging Party was also organizing Respondent's Edison's employees.

7. On October 6, 2016, Respondent Edison granted recognition to Respondent Local 713 as the exclusive collective-bargaining representative of the following employees of Respondent Edison ("the Unit"):

All full-time and regular part-time home health aides and personal care aides employed by Respondent Edison at 946 McDonald Avenue, Brooklyn, New York.

8. On April 1, 2017, Respondent Edison and Respondent Local 713 entered into a collective-bargaining agreement covering terms and conditions of employment of Unit employees.

9. The collective-bargaining agreement described above in Paragraph 8 contains a union-security provision which states:

Section 1: All employees covered by this Agreement, who are members of the Union, shall maintain membership in good standing in the Union as a condition of continued employment.

Section 2: All employees covered by this Agreement, who are not members of the Union, shall become members of the Union in good standing on the thirty-first (31st) day from: (a) the date they first commenced work, (b) the date

of execution of this Agreement or (c) the effective date of this Agreement, whichever is later.

Section 3: For the purposes of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders the periodic dues and the initiation fees uniformly required as a condition of acquiring and retaining membership.

Section 4: An employee who has failed to acquire or maintain membership in the Union in good standing shall be discharged within fourteen (14) calendar days following receipt of a written demand from the Union to the Employer requesting his discharge. The Union shall notify the Employer in writing that an employee has failed to acquire and maintain membership in the Union and shall provide the Employer with a copy of the final warning to the affected employee that he or she has not acquired and maintained membership in the Union. In the event the employee fails or refuses to tender the dues and fees on which he or she is delinquent within fourteen (14) calendar days of receipt by the Employer of such notice, the Employer shall discharge said employee. The aforementioned time period may be extended by mutual agreement of the Employer and the Union.

Section 5: Checkoff. The Employer agrees to deduct from the wages of employees, once a month, out of the first salary payable in each month, the amount of dues and initiation fees employees are required to pay the Union for the month. Once a month, not more than two weeks from the date of such deduction, the Employer will transmit the amount billed and deducted to a duly authorized representative designated by the Union for such purpose. The Union agrees that it will file with the Employer a written authorization executed by each employee authorizing such deductions.

Section 6: The Union shall indemnify and save the Employer harmless against any and all claims, actions or proceedings by any employee that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or reliance on any list, notice or assignment furnished under any such provision.

10. Commencing on or about July 1, 2017, and at all material times thereafter, Respondent Edison and Respondent Local 713 have been enforcing the collective-bargaining

agreement described above in Paragraph 8 by, among other things, deducting union dues from employees' weekly pay and requiring employees to maintain membership in the Union pursuant to the union-security provision described above in Paragraph 9.

11. (a) Respondent Edison engaged in the conduct described above in Paragraphs 7, 8, and 9 at a time when Respondent Local 713 did not represent a majority of the Unit employees.

(b) Alternatively, Respondent Edison engaged in the conduct described above in Paragraphs 7, 8, and 9 at a time when Respondent Local 713 did not represent an uncoerced majority of the Unit employees.

12. On October 6, 2016, Respondent Local 713 accepted recognition from Respondent Edison as described above in Paragraph 7.

13. (a) Respondent Local 713 engaged in the conduct described above in Paragraphs 8, 9, and 12, at a time when Respondent Local 713 did not represent a majority of the Unit.

(b) Alternatively, Respondent Local 713 engaged in the conduct described above in Paragraphs 8, 9, and 12, at a time when Respondent Local 713 did not represent an uncoerced majority of the Unit.

14. By the conduct described above in Paragraphs 7, 8, 10, and 11, Respondent Edison has been rendering unlawful assistance and support to a labor organization in violation of Section 8(a)(1) and (2) of the Act.

15. By the conduct described above in Paragraphs 10 and 11, Respondent Edison has been encouraging its employees to join Respondent Local 713, in violation of Section 8(a)(1) and (3) of the Act.

16. By the conduct described above in Paragraphs 8, 10, 12, and 13 Respondent Local 713 has been restraining and coercing employees in their exercise of the rights guaranteed in Section 7 of the Act, in violation of 8(b)(1)(A) of the Act.

17. By the conduct described above in Paragraphs 10, 12, and 13, Respondent Local 713 attempted to cause and caused Respondent Edison to maintain an unlawful union security provision, in violation of 8(b)(2) of the Act.

18. The unfair labor practices of Respondent Edison and Respondent Local 713 described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraphs 14, 15, 16, and 17 the General Counsel seeks an Order requiring that Respondent Edison permit a Board Agent to read the Notice to Employees at as many in-service trainings during work-time as the Regional Director deems necessary in the three months following the Board Order.

As part of the remedy for the unfair labor practices alleged above in paragraphs 14, 15, 16, and 17 the General Counsel seeks an Order requiring Respondent Edison to supply the Charging Party, upon its request, with the names and addresses of its current unit employees.

As part of the remedy for the unfair labor practices alleged above in paragraphs 8, 9 and 11, the General Counsel seeks an Order requiring Respondent Edison to schedule, in consultation with the Charging Party, at each of Respondent Edison's in-service training sessions during the three months after the final Board Order, 30-minute time periods during which the Charging Party will address Unit employees without Respondent Edison representatives present.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this**

office on or before March 30, 2018, or postmarked on or before March 29, 2018.

Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

Any request for an extension of time to file an answer must, pursuant to Section 102.111(b) of the Board's Rules and Regulations, be filed by the close of business on March 30, 2018. The request must be in writing and addressed to the Regional Director of Region 29.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on April 23, 2018, at 9:30 a.m., at a Fifth Floor hearing room at Two MetroTech Center, Brooklyn, New York, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: March 16, 2018 at Brooklyn, New York

s/ Kathy Drew King
KATHY DREW-KING
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Attachments

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

PREFERRED HOME CARE OF NEW YORK

and

Case No. 29-CA-208111

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

and

Case No. 29-CB-208114

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**NAE EDISON LLC D/B/A EDISON HOME
HEALTH CARE**

and

Case No. 29-CA-210276

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

and

Case No. 29-CA-210277

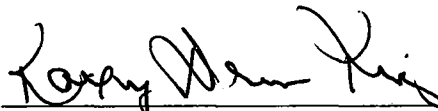
**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

ORDER FURTHER CONSOLIDATING CASES

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the "Board") and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case No.

29-CA-208111 and Case No. 29-CB-208114, which are based on charges filed by 1199SEIU United Healthcare Workers East (the “Charging Party”) against Preferred Home Care of New York (“Respondent Preferred”) and Local 713 International Brotherhood of Trade Unions (the “Respondent Local 713”), respectively, and which were previously consolidated on March 16, 2018, and Case No. 29-CA-210276 and Case No. 29-CB-210277, which are based on charges filed by the Charging Party against NAE Edison LLC d/b/a Edison Home Health Care (“Respondent Edison”) and Respondent Local 713, respectively, and which were previously consolidated on March 16, 2018, are hereby further consolidated.

Dated: March 20, 2018

A handwritten signature in black ink, appearing to read "Kathy Drew-King", is written over a horizontal line.

KATHY DREW-KING
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

PREFERRED HOME CARE OF NEW YORK

And

Case No. 29-CA-208111

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

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Case No. 29-CB-208114

**1199SEIU UNITED HEALTHCARE WORKERS
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**NAE EDISON LLC D/B/A EDISON HOME
HEALTH CARE**

And

Case No. 29-CA-210276

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

And

Case No. 29-CB-210277

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

FORMAL SETTLEMENT STIPULATION

I. INTRODUCTION

Through this formal settlement Stipulation, the undersigned parties to this proceeding

agree that, upon approval of this Stipulation by the Board, a Board Order in conformity with the terms of the Stipulation will issue and a court judgment enforcing the Order will be entered. The Parties agree to the following:

II. JURISDICTION

1. (a) At all material times, Respondent Preferred Home Care of New York (Respondent Preferred), a domestic corporation with its principal office and place of business located at 1267 57th Street, Brooklyn, New York, has been engaged in providing home health care services to patients living in New York City and surrounding areas.

(b) In conducting its business operations during the 12-month period ending December 31, 2017, which period is representative of its annual operations generally, Respondent Preferred derived gross revenues in excess of \$100,000.

(c) In conducting its business operations during the 12-month period ending December 31, 2017, which period is representative of its annual operations generally, Respondent Preferred received funds in excess of \$5,000 directly from points outside of the State of New York, including Medicaid funds directly from the United States Government.

(d) At all material times, Respondent Preferred has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

2. (a) At all material times, Respondent NAE Edison LLC d/b/a Edison Home Health Care (Respondent Edison), a domestic corporation with its principal office and place of business located at 946 McDonald Avenue, Brooklyn, New York, has been engaged in providing home health care services to patients living in New York City and surrounding areas.

(b) In conducting its business operations during the 12-month period ending December 31, 2017, which period is representative of its annual operations generally, Respondent Edison derived gross revenues in excess of \$100,000.

(c) In conducting its business operations during the past year, which period is representative of its annual operations generally, Respondent Edison received funds in excess of \$5,000 directly from entities located outside of the State of New York, including Medicaid funds directly from the United States Government.

(d) At all material times, Respondent Edison has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

III. LABOR ORGANIZATION STATUS

1. At all material times, Local 713, International Brotherhood of Trade Unions (Respondent Local 713) has been a labor organization within the meaning of Section 2(5) of the Act.

2. At all material times, 1199SEIU United Healthcare Workers East (Charging Party or 1199SEIU) has been a labor organization within the meaning of Section 2(5) of the Act.

IV. PROCEDURAL MATTERS

1. **Filing and Receipt of Charges:** The following charges were filed by the Charging Party:

(a) The charge in Case No. 29-CA-208111 was filed by the Charging Party on October 17, 2017, and a copy was served on Respondent Preferred by U.S. mail on October 17, 2017.

(b) The charge in Case No. 29-CB-208114 was filed by the Charging Party on October 17, 2017, and a copy was served on Respondent Local 713 by U.S. mail on October 17, 2017.

(c) The charge in Case No. 29-CA-210276 was filed by the Charging Party on November 20, 2017, and a copy was served on Respondent Edison by U.S. mail on November 21, 2017.

(d) The charge in Case No. 29-CB-210277 was filed by the Charging Party on November 20, 2017, and a copy was served on Respondent Local 713 by U.S. mail on November 21, 2017.

2. **Issuance of Complaints:**

(a) On March 16, 2018, the Regional Director for Region 29 of the Board issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (the Preferred/Local 713 Complaint) based on charges 29-CA-208111 and 29-CB-208114.

(b) On March 16, 2018, the Regional Director for Region 29 of the Board issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (the Edison/Local 713 Complaint) based on charges 29-CA-210276 and 29-CB-210277.

(c) On March 20, 2018, the Regional Director for Region 29 of the Board issued an Order Further Consolidating Cases, consolidating the allegations in the Preferred/Local 713 Complaint and the Edison/Local 713 Complaint.

(d) True copies of the Preferred/Local 713 Complaint and the Edison/Local 713 Complaint were duly served by certified mail upon Respondents on March 16, 2018, receipt of which is hereby acknowledged by all parties.

3. **Filing of Answers:**

(a) On March 27, 2018, Respondent Preferred filed an Answer responding to the allegations in the Preferred/Local 713 Complaint.

(b) On March 27, 2018, Respondent Edison filed an Answer responding to the allegations in the Edison/Local 713 Complaint.

(c) On April 2, 2018, Respondent Local 713 filed an Answer responding to the allegations in the Preferred/Local 713 Complaint.

(d) On April 2, 2018, Respondent Local 713 filed an Answer responding to the allegations in the Edison/Local 713 Complaint.

4. **Waiver:** By entering into this Stipulation, Respondent Preferred, Respondent Edison, and Respondent Local 713 waive the following with regard to the allegations in the Preferred/Local 713 Complaint and the Edison/Local 713 Complaint: (a) an administrative hearing; (b) an administrative law judge's decision; (c) the filing of exceptions and briefs; (d) oral arguments before the Board; (e) the making of findings of fact or conclusions of law by the Board; and (f) all further and other proceedings to which the parties might be entitled under the Act or the Board's Rules and Regulations.

5. **The Record:** For the purposes of this Stipulation, the record consists of the following documents: this Stipulation; the charges in Case Nos. 29-CA-208111, 29-CB-208114, 29-CA-210276, and 29-CB-210277; the Preferred/Local 713 Complaint; the Edison/Local 713 Complaint; the Order Further Consolidating Cases; Respondent Preferred's Answer; Respondent Edison's Answer; and Respondent Local 713's Answers. The charges, the Complaints, the Order, and the Answers are attached hereto as Exhibits 1 through 5.

6. **Entire Agreement:** The obligations that each Respondent has agreed

to undertake to remedy the unfair labor practices are set forth in their entirety in pages 1 through 17 of this Stipulation. The Notice postings appended to this Stipulation serve the sole purposes of notifying Respondents' employees about their rights under the Act and notifying the employees of Respondents' obligations to remedy the unfair labor practices alleged in the Complaints. In the event that the Notices do not describe all obligations in this Stipulation, the Respondents agree that they are bound by their obligations set forth in pages 1 through 17 of this Stipulation.

7. **Scope of this Stipulation and Reservation of Evidence:** This stipulation settles only the allegations in the charges filed and in the Complaints issued in above-captioned cases and does not constitute a settlement of any other cases or matters. This Stipulation does not preclude persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters occurring subsequent to the date of this Stipulation, regardless of whether those matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other cases, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence.

8. **Effective Date:** This Stipulation is subject to the approval of the Board and it does not become effective until the Board has approved it. The Regional Director will file with the Board this Stipulation and the documents constituting the record as described above. Once the Board has approved this Stipulation, Respondents will immediately comply with the provisions of the Order as set forth below.

9. **Non-Admissions Clause:** By entering into this Formal Settlement Stipulation, Respondent Preferred and Respondent Edison do not admit that they have violated the National Labor Relations Act.

V. ORDER

Based on this Stipulation and the record as described above, and without any further notice of proceedings, the Board may enter an Order providing as follows:

Respondent Local 713, its officers, successors, agents, and assigns shall:

1. **Cease and desist from restraining and coercing employees in the exercise of their Section 7 rights, including:**

- (a) Representing employees of Respondent Edison and Respondent Preferred for the purpose of collective bargaining unless and until Respondent Local 713 has been certified by the National Labor Relations Board as the exclusive collective-bargaining representative of those employees.

- (b) Accepting recognition from any employer, including Respondent Preferred and Respondent Edison, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.

- (c) Executing or giving effect to a collective bargaining agreement with any employer, including Respondent Preferred and Respondent Edison, including agreements containing a union security clause requiring membership in Respondent Local 713 as a condition of employment, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.

- (d) Causing or attempting to cause any employer, including Respondent Edison or Respondent Preferred to discriminate against any employees in regard to their

hire or tenure of employment, or any term or condition of employment, in violation of Section 8(a)(3) of the Act, as amended, by conditioning employment on signing a Local 713 membership application.

(e) Any and all activity in furtherance of being or becoming the exclusive collective bargaining representative of Respondent Edison's employees or of Respondent Preferred's employees, including enforcing collective-bargaining agreements, soliciting union authorization cards from Respondent Edison or Respondent Preferred employees, and discussing the benefits of membership in Local 713 with any of Respondents' employees, for the six-month period following the Regional Director of Region 29's approval of this Stipulation.

(f) Using any Local 713 International Brotherhood of Trade Unions membership cards, which were signed on or before the date that the Board approves this Stipulation, in an effort to seek certification by the National Labor Relations Board as the exclusive collective bargaining representative of any Respondent Edison or Preferred employees for the purpose of collective bargaining.

(g) Using any Local 713 International Brotherhood of Trade Unions membership cards, which were signed on or before the date that the Board approves this Stipulation, in an effort to seek Respondent Preferred or Respondent Edison's voluntary recognition as exclusive representative of any Respondent Preferred or Respondent Edison employees for the purpose of collective bargaining, through a card count performed by an independent arbitrator or any other means.

(h) Seeking certification by the National Labor Relations Board as the exclusive representative of any Respondent Preferred or Respondent Edison employees for the purpose of collective bargaining for the six-month period following the Regional

Director of Region 29's approval of this Stipulation.

(i) In any other manner restraining or coercing employees of Respondent Preferred, Respondent Edison, or any other employer in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) After the Board approves this Stipulation, Region 29 will notify Respondent Local 713 of the amounts due. Within 14 days of notification from Region 29 of the amounts due, Respondent Local 713 shall print and deliver checks to Region 29 which reimburse all present and former employees for all dues, initiation fees, and other money paid by employees or withheld from employees pursuant to the April 2017 collective-bargaining agreements between Respondent Local 713 and Respondent Edison and Respondent Preferred. Respondent Local 713 shall also pay the interest on those reimbursements, pursuant to the rate prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010) enfd denied sub nom *Jackson Hospital Corp. v. NLRB*, 647 F.3d 1137 (D.C. Cir. 2011). Region 29 will distribute the checks to the employees.

(b) Accept Respondent Preferred's withdrawal of recognition of Respondent Local 713 as the exclusive collective bargaining representative of Respondent Preferred's regular full-time and part-time home healthcare aides.

(c) Accept Respondent Edison's withdrawal of recognition of

Respondent Local 713 as the exclusive collective bargaining representative of Respondent Edison's regular full-time and part-time home healthcare aides.

(d) Within 14 days of service by the Region, post at its facility, located at 400 Garden City Plaza, Suite 106, Garden City, NY 11530, copies of the attached notices marked "Appendix A and C," in the languages that the Regional Director deems appropriate. Copies of the notices, on forms provided by Region 29, after being signed by Respondent Local 713's authorized representative, shall be posted by Respondent Local 713 and maintained for 60 consecutive days in conspicuous places, including all places where notices to members and employees are customarily posted. If Respondent Local 713 communicated with the employees of Respondent Preferred or Respondent Edison in any other manner, Respondent Local 713 will also send the notices to the employees in that manner.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply.

Respondent Preferred, its officers, successors, agents, and assigns shall:

- 1. Cease and desist from rendering assistance and support to Respondent Local 713, including:**

(a) Recognizing Respondent Local 713 as the representative of any of its employees for the purpose of dealing with Respondent Preferred concerning grievances, labor disputes, wages, rates of pay, hours of employment or other terms and conditions of employment, unless and until Respondent Local 713 has been certified by the National Labor Relations Board as the exclusive representative of those employees.

(b) Maintaining or giving any force or effect to any collective-bargaining agreement with Respondent Local 713, including any union security and/or dues check off provisions, unless and until Respondent Local 713 is duly certified by the Board as the exclusive collective-bargaining representative of a unit of Respondent Preferred's employees, *provided that* nothing in the Order shall permit the withdrawal or elimination of any wage increase or other benefits, terms, or conditions of employment which may have been established pursuant to the performance of that agreement and that the Ordered cessation shall be without prejudice to the insurance coverage provided in those agreements.

(c) In any other manner interfering with, restraining or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) To the extent not already provided to the Region or to Respondent Local 713, within 14 days of signing this Stipulation, Respondent Preferred shall provide payroll documents, dues remittance reports, and other information to the Regional Director of Region 29 and to Respondent Local 713 showing all union dues, initiations fees and any other money Respondent Preferred deducted from its employees since July 1, 2017 pursuant to Respondent Preferred's collective-bargaining agreement with Respondent Local 713.

(b) Within 14 days of the Regional Director's approval of this Stipulation,

Respondent Preferred shall provide a list to the Regional Director of Region 29 of the most current names, addresses, phone numbers, and social security numbers in Respondent Preferred's possession of all current and former employees receiving reimbursement of Local 713 dues and fees pursuant to this Stipulation. This list must be in a Microsoft Excel document.

(c) The parties agree that Respondent Local 713 is primarily liable for the reimbursement of Respondent Preferred's employees for dues, initiation fees, and other money the employees paid pursuant to the collective-bargaining agreement. Respondent Preferred assumes joint and several liability for making the employees whole, including daily compounded interest, only after Respondent Local 713 defaults on this agreement. As described in this Stipulation, Respondent Local 713 must make the employees whole within 14 days of notice from Region 29 of the amounts due. If Respondent Local 713 does not meet that 14 day deadline, Region 29 will send an additional notice to Respondent Local 713, informing Respondent Local 713 of its failure to pay and demanding payment to the employees. Respondent Local 713 will be in default, and Respondent Preferred will assume joint and several liability, only if Respondent Local 713 fails to pay within 21 days of receiving that additional notice from Region 29.

(d) Withdraw all recognition from Respondent Local 713 as representative of any of its employees for the purpose of dealing with the Respondent Preferred with respect to grievances, labor disputes, wages, rates of pay, hours of employment and other conditions of employment.

(e) Within 7 days of the Regional Director's approval of this agreement, Respondent Preferred shall post an audio notice for all employees to hear on the Santrax telephone call-in system. The notice will be in the same languages with which the Santrax

system communicates to Respondent Preferred's employees. The contents of the notice will be, translated appropriately, "Attention employees: Local 713 is no longer your union. All employees will receive a letter in the mail soon with more information." The notice will remain on the Santrax system for no less than two weeks.

(f) Within 14 days of service by the Region, post at all of its New York City facilities copies of the attached notices marked "Appendix A" and "Appendix B." Copies of the notices, on forms provided by Region 29, after being signed by Respondent Preferred's authorized representative and Respondent Local 713's authorized representative, respectively, shall be posted by Respondent Preferred and maintained for 60 consecutive days in conspicuous places, including every room where Respondent Preferred conducts an in-service training for the 60 days following service by the Region. In addition to physical posting of paper notices, Respondent Preferred shall duplicate and mail, at its own expense, a copy of the notices marked "Appendix A" and "Appendix B" to all current employees and former employees employed by Respondent Preferred at any time since July 1, 2017. Respondent Preferred will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material. Respondent Preferred agrees to post and mail notices translated by the Region in all languages deemed appropriate by the Regional Director.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent Preferred has taken to comply.

Respondent Edison, its officers, successors, agents, and assigns shall:

- 1. Cease and desist from rendering assistance and support to Respondent Local 713, including:**

(a) Recognizing Respondent Local 713 as the representative of any of its employees for the purpose of dealing with Respondent Edison concerning grievances, labor disputes, wages, rates of pay, hours of employment or other terms and conditions of employment.

(b) Maintaining or giving any force or effect to any collective-bargaining agreement with Respondent Local 713, including any union security and/or dues check off provisions, unless and until Respondent Local 713 is duly certified by the Board as the exclusive collective-bargaining representative of a unit of Respondent Edison's employees, *provided that* nothing in the Order shall permit the withdrawal or elimination of any wage increase or other benefits, terms, or conditions of employment which may have been established pursuant to the performance of that agreement and that the Ordered cessation shall be without prejudice to the insurance coverage provided in those agreements.

(c) In any other manner interfering with, restraining or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) To the extent not already provided to the Region or to Respondent Local 713, within 14 days of signing this Stipulation, Respondent Edison shall provide payroll documents, dues remittance reports, and other information to the Regional Director of Region 29 and to Respondent Local 713 showing all union dues, initiations fees and any

other money Respondent Edison deducted from its employees since July 1, 2017 pursuant to Respondent Edison's collective-bargaining agreement with Respondent Local 713.

(b) Within 14 days of the Regional Director's approval of this Stipulation, Respondent Edison shall provide a list to the Regional Director of Region 29 of the most current names, addresses, phone numbers, and social security numbers in Respondent Edison's possession of all current and former employees receiving reimbursement of Local 713 dues and fees pursuant to this Stipulation. This list must be in a Microsoft Excel document.

(c) The parties agree that Respondent Local 713 is primarily liable for the reimbursement of Respondent Edison's employees for dues, initiation fees, and other money the employees paid pursuant to the collective-bargaining agreement. Respondent Edison assumes joint and several liability for making the employees whole, including daily compounded interest, only after Respondent Local 713 defaults on this agreement. As described in this Stipulation, Respondent Local 713 must make the employees whole within 14 days of notice from Region 29 of the amounts due. If Respondent Local 713 does not meet that 14 day deadline, Region 29 will send an additional notice to Respondent Local 713, informing Respondent Local 713 of its failure to pay and demanding payment to the employees. Respondent Local 713 will be in default, and Respondent Edison will assume joint and several liability, only if Respondent Local 713 fails to pay within 21 days of receiving that additional notice from Region 29.

(d) Withdraw all recognition from Respondent Local 713 as representative of any of its employees for the purpose of dealing with Respondent Edison with respect to grievances, labor disputes, wages, rates of pay, hours of employment and

other conditions of employment, unless and until Respondent Local 713 has been certified by the National Labor Relations Board as such representative.

(e) Within 7 days of the Regional Director's approval of this agreement, Respondent Edison shall post an audio notice for all employees to hear on the Santrax telephone call-in system. The notice will be in the same languages with which the Santrax system communicates to Respondent Edison's employees. The contents of the notice will be, translated appropriately, "Attention employees: Local 713 is no longer your union. All employees will receive a letter in the mail soon with more information." The notice will remain on the Santrax system for no less than two weeks.

(f) Within 14 days of service by the Region, post at all of its New York City facilities copies of the attached notices marked "Appendix C" and "Appendix D." Copies of the notices, on forms provided by Region 29, after being signed by Respondent Edison's authorized representative and Respondent Local 713's authorized representative, respectively, shall be posted by Respondent Edison and maintained for 60 consecutive days in conspicuous places, including every room where Respondent Edison conducts an in-service training for the 60 days following service by the Region. In addition to physical posting of paper notices, Respondent Edison shall duplicate and mail, at its own expense, a copy of the notices marked "Appendix C" and "Appendix D" to all current employees and former employees employed by Respondent Edison at any time since July 1, 2017. Respondent Edison will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material. Respondent Edison agrees to post and mail notices translated by the Region in all languages deemed appropriate by the Regional Director.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region

attesting to the steps that Respondent Edison has taken to comply.

Respondent Local 713

By: 1s1 Date: April 20, 2018

Print name: Bryan McCarthy Title: Attorney

Respondent Preferred

By: Clifford P. Charet Date: April 20, 2018

Print name: Clifford P. Charet Title: Attorney

Respondent Edison

By: Clifford P. Charet Date: April 20, 2018

Print name: Clifford P. Charet Title: Attorney

Charging Party 1199SEIU

By: 1s1 Date: April 20, 2018

Print name: Onika Shepherd Title: Vice President

Recommended by:

John Mickley Date: April 20, 2018

John Mickley

Field Attorney

National Labor Relations Board, Region 29

Approved by:

Kathy Drew King Date: April 23, 2018

Kathy Drew King

Regional Director

National Labor Relations Board, Region 29

(APPENDIX A – Local 713 Notice for Preferred Employees)
(To be printed and posted on official Board notice form)

Local 713 is No Longer Your Union at Preferred

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Preferred Home Care of New York and Local 713 International Brotherhood of Trade Unions. In that agreement, Preferred and Local 713 agreed that Preferred no longer recognizes Local 713 as the union representing Preferred's home health aides. The collective bargaining agreement Local 713 and Preferred signed is no longer in effect. Preferred will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Local 713 states:

Federal Law Gives You The Right To:

- ☐ Form, join, or assist a union;
- ☐ Choose a representative to bargain with us on your behalf;
- ☐ Act together with other employees for your benefit and protection;
- ☐ Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL STOP enforcing our collective bargaining agreement with Preferred.

WE WILL NOT charge you union dues or other fees under our collective bargaining agreement with Preferred.

WE WILL NOT accept recognition as your union from Preferred or any other employer at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective bargaining agreement with Preferred or any other employer if we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL reimburse you all union dues and other fees you paid under Local 713's contract with Preferred.

WE WILL accept Preferred's withdrawal of recognition of Local 713 as the union representing Preferred's home health aides, unless and until the National Labor Relations Board certifies Local 713 to be your union.

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

(Respondent Union)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

TWO METRO TECH CENTER STE
5100
FL 5
BROOKLYN, NY 11201-3838

Telephone: (718)330-7713
Hours of Operation: 9a.m. to 5:30
p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

(APPENDIX B – Preferred Notice)
(To be printed and posted on official Board notice form)

Local 713 is No Longer Your Union at Preferred

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Preferred Home Care of New York and Local 713 International Brotherhood of Trade Unions. In that agreement, Preferred and Local 713 agreed that Preferred no longer recognizes Local 713 as the union representing Preferred's home health aides. The collective bargaining agreement Local 713 and Preferred signed is no longer in effect. Preferred will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Preferred states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

- ☐ Form, join, or assist a union;
- ☐ Choose a representative to bargain with us on your behalf;
- ☐ Act together with other employees for your benefit and protection;
- ☐ Choose not to engage in any of these protected activities.

WE WILL NOT recognize Local 713 as your union unless and until the National Labor Relations Board certifies Local 713 to be your union.

WE WILL NOT deduct union dues and fees from your wages and send that money to Local 713 pursuant to our collective-bargaining agreement with Local 713.

WE WILL NOT in any other way give effect to our collective-bargaining agreement with Local 713.

WE WILL NOT recognize Local 713 or any other union at a time when that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective bargaining agreement with Local 713 or any other union if that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL withdraw recognition of Local 713 as the union representing Preferred's home health aides for the purpose of collective bargaining.

PREFERRED HOME CARE OF NEW YORK

(Respondent Employer)

Dated: _____ **By:** _____

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

TWO METRO TECH CENTER STE
5100
FL 5
BROOKLYN, NY 11201-3838

Telephone: (718)330-7713
Hours of Operation: 9a.m. to 5:30
p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

(APPENDIX C – Local 713 Notice for Edison Employees)
(To be printed and posted on official Board notice form)

Local 713 is No Longer Your Union at Edison

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Edison Home Care and Local 713 International Brotherhood of Trade Unions. In that agreement, Edison and Local 713 agreed that Edison no longer recognizes Local 713 as the union representing Edison's home health aides. The collective bargaining agreement Local 713 and Edison signed is no longer in effect. Edison will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Local 713 states:

Federal Law Gives You The Right To:

- ☐ Form, join, or assist a union;
- ☐ Choose a representative to bargain with us on your behalf;
- ☐ Act together with other employees for your benefit and protection;
- ☐ Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL STOP enforcing our collective bargaining agreement with Edison.

WE WILL NOT charge you union dues or other fees under our collective bargaining agreement with Edison.

WE WILL NOT accept recognition as your union from Edison or any other employer at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective bargaining agreement with Edison or any other employer if we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL reimburse you all union dues and other fees you paid under Local 713's contract with Edison.

WE WILL accept Edison's withdrawal of recognition of Local 713 as the union representing Edison's home health aides, unless and until the National Labor Relations Board certified Local 713 to be your union.

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

(Respondent Union)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

TWO METRO TECH CENTER STE
5100
FL 5
BROOKLYN, NY 11201-3838

Telephone: (718)330-7713
Hours of Operation: 9a.m. to 5:30
p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

(APPENDIX D– Edison Notice)
(To be printed and posted on official Board notice form)

Local 713 is No Longer Your Union at Edison

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Edison Home Care and Local 713 International Brotherhood of Trade Unions. In that agreement, Edison and Local 713 agreed that Edison no longer recognizes Local 713 as the union representing Edison's home health aides. The collective bargaining agreement Local 713 and Edison signed is no longer in effect. Edison will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Edison states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

- ☐ Form, join, or assist a union;
- ☐ Choose a representative to bargain with us on your behalf;
- ☐ Act together with other employees for your benefit and protection;
- ☐ Choose not to engage in any of these protected activities.

WE WILL NOT recognize Local 713 as your union unless and until the National Labor Relations Board certifies Local 713 to be your union.

WE WILL NOT deduct union dues and fees from your wages and send that money to Local 713 pursuant to our collective-bargaining agreement with Local 713.

WE WILL NOT in any other way give effect to our collective-bargaining agreement with Local 713.

WE WILL NOT recognize Local 713 or any other union at a time when that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective bargaining agreement with Local 713 or any other union if that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL withdraw recognition of Local 713 as the union representing Edison's home health aides for the purpose of collective bargaining.

NAE Edison LLC d/b/a Edison Home Health Care

(Respondent Employer)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6572). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlr.gov.

TWO METRO TECH CENTER STE
5100
FL 5
BROOKLYN, NY 11201-3838

Telephone: (718)330-7713
Hours of Operation: 9a.m. to 5:30
p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

Exhibit 1

The Charges

INTERNET
FORM NLRB-501
(2-08)UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER**DO NOT WRITE IN THIS SPACE**Case
29-CA-208111Date Filed
10/17/2017**INSTRUCTIONS:**

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Preferred Home Care of New York		b. Tel. No. 718-841-8000
		c. Cell No.
		f. Fax No. 718-841-8100
		g. e-Mail
d. Address (Street, city, state, and ZIP code) 1267 57 th Street Brooklyn, NY 11219	e. Employer Representative Berry Weiss, President and CEO	h. Number of workers employed
i. Type of Establishment (factory, mine, wholesaler, etc.) Licensed Home Care Services Agency	j. Identify principal product or service Home Health Care	

k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsection (2) and (3) _____ of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the last six months, the above-named Employer has unlawfully assisted a labor organization by recognizing it when it did not represent a majority of uncoerced employees.

Within the last six months, the above-named employer coerced employees in the exercise of their Section 7 right to refrain from joining a labor organization by unlawfully coercing employees into signing union authorization cards to encourage membership in a labor organization.

Within the last six months, the Employer has discriminated against employees by soliciting Local 713 membership applications at mandatory in-service and orientation trainings, thereby causing employees to understand that signing a Local 713 membership card is required as a condition of employment, in violation of Sections 8(a)(1) and 8(a)(3) of the NLRA.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)
1199SEIU United Healthcare Workers East

4a. Address (Street and number, city, state, and ZIP code) 310 West 43rd Street New York, NY 10036-6407	4b. Tel. No. (212) 582-1890
	4c. Cell No.
	4d. Fax No.
	4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)**6. DECLARATION**

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By 
(signature of representative or person making charge)

Laureve Blackstone, Attorney
(Print/type name and title or office, if any)

Tel. No.
212-627-8100

Office, if any, Cell No.

Fax No.
212-627-8182

e-Mail
lblackstone@levyratner.com

Address Levy Ratner, P.C., 80 Eighth Avenue, Floor 8, New York, NY 10011-5126 10/16/17
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 *et seq.* The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case 29-CB-208114	Date Filed 10/17/2017

INSTRUCTIONS: File an original and 4 copies of this charge and an additional copy for each organization, each local, and each individual named in Item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name Local 713 I.B.O.T.U.		b. Union Representative to contact Peter Hasho, President	
c. Telephone No. (718) 596-7628 (fax)	d. Address (street, city, state and ZIP code) 400 Garden City Plaza, Suite 106 Garden City, N.Y. 11530		
e. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(a), subsections (list subsections) <u>8(b)(1)(A) and 8(b)(2)</u> of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.			
2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices.) Within the last six months, the above-named labor organization has restrained and coerced employees in the exercise of their Section 7 rights by obtaining unlawful assistance from an employer because the employer granted recognition to the Union when it did not represent an uncoerced majority of employees and causing the employer to discriminate against employees in violation of Section 8(a)(3) of the Act.			
3. Name of Employer Preferred Home Care of New York		4. Telephone No. 718-841-8000	
5. Location of plant involved (street, city, state, and ZIP code) 1267 57 th Street Brooklyn, NY 11219		6. Employer representative to contact Berry Weiss, President and CEO	
7. Type of establishment (factory, mine, wholesaler, etc.) Licensed Home Care Services Agency	8. Identify principal product or service Home Health Care	9. Number of workers employed	
10. Full name of party filing charge 1199SEIU United Healthcare Workers East			
11. Address of party filing charge (street, city, state, and ZIP code) 310 West 43rd Street New York, NY 10036-6407, New York, NY 10036-6407		12. Telephone No. (212) 582-1890	
13. DECLARATION			
I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.			
By <u>Laureve D. Blackstone</u> (Signature of representative or person making charge)		Laureve Blackstone, Attorney for 1199 (title or office, if any)	
Address <u>Levy Ratner, P.C., 80 Eighth Avenue, Floor 8, New York, NY 10011-5126</u>		<u>212-627-8100</u> <u>Oct. 16, 2017</u> (Telephone No.) (date)	

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

*U.S. GPO: 2000-464-640/29074

INTERNET
FORM NLRB-501
(2-08)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

DO NOT WRITE IN THIS SPACE

Case

29-CA-210276

Date Filed

11/21/2017

INSTRUCTIONS:

File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer Edison Home Health Care		b. Tel. No. (718) 989-1555
		c. Cell No.
		f. Fax No.
d. Address (Street, city, state, and ZIP code) 946 McDonald Ave Brooklyn, NY 11218	e. Employer Representative	g. e-Mail
		h. Number of workers employed
i. Type of Establishment (factory, mine, wholesaler, etc.) Home Care Agency	j. Identify principal product or service Home Health Care	
k. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (2) and (3) of the National Labor Relations Act, and these unfair labor practices are practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Postal Reorganization Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)

Within the last six months, the above-named Employer has unlawfully assisted a labor organization by recognizing it when it did not represent a majority of uncoerced employees.

Within the last six months, the above-named employer coerced employees in the exercise of their Section 7 right to refrain from joining a labor organization by unlawfully coercing employees into signing union authorization cards to encourage membership in a labor organization.

Within the last six months, the Employer has discriminated against employees by soliciting Local 713 membership applications at mandatory in-service and orientation trainings, thereby causing employees to understand that signing a Local 713 membership card is required as a condition of employment, in violation of Sections 8(a)(1) and 8(a)(3) of the NLRA.

3. Full name of party filing charge (if labor organization, give full name, including local name and number)

1199SEIU United Healthcare Workers East

4a. Address (Street and number, city, state, and ZIP code) 310 West 43rd Street New York, NY 10036-6407	4b. Tel. No. (212) 582-1890
	4c. Cell No.
	4d. Fax No.
	4e. e-Mail

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization)

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By Laureve D. Blackstone
(signature of representative or person making charge)

Laureve D. Blackstone

(Print/type name and title or office, if any)

Tel. No.

212-627-8100

Office, if any, Cell No.

Fax No.

212-627-8182

e-Mail

blackstone@levyratner.com

Address Levy Ratner, P.C., 80 Eighth Avenue Floor 8, New York, NY 10011

11/20/17

(date)

**WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)
PRIVACY ACT STATEMENT**

Solicitation of the information on this form is authorized by the National Labor Relations Act (NLRA), 29 U.S.C. § 151 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings or litigation. The routine uses for the information are fully set forth in the Federal Register, 71 Fed. Reg. 74942-43 (Dec. 13, 2006). The NLRB will further explain these uses upon request. Disclosure of this information to the NLRB is voluntary; however, failure to supply the information will cause the NLRB to decline to invoke its processes.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
**CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS**

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
29-CB-210277	11/21/2017

INSTRUCTIONS: File an original and 4 copies of this charge and an additional copy for each organization, each local, and each individual named in Item 1 with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT

a. Name Local 713, IBOTU		b. Union Representative to contact Peter Hasho, President
c. Telephone No. (718) 596-7628 (fax)	d. Address (street, city, state and ZIP code) 400 Garden City Plaza, Suite 106 Garden City, N.Y. 11530	
e. The above-named organization(s) or its agents has (have) engaged in and is (are) engaging in unfair labor practices within the meaning of section 8(a), subsections (list subsections) 8(b)(1)(A) and 8(b)(2) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.		

2. Basis of the Charge (set forth a clear and concise statement of the facts constituting the alleged unfair labor practices.)

Within the last six months, the above-named labor organization has restrained and coerced employees in the exercise of their Section 7 rights by obtaining unlawful assistance from an employer because the employer granted recognition to the Union when it did not represent an uncoerced majority of employees and causing the employer to discriminate against employees in violation of Section 8(a)(3) of the Act.

3. Name of Employer Edison Home Health Care		4. Telephone No. (718) 989-1555
5. Location of plant involved (street, city, state, and ZIP code) 946 McDonald Ave Brooklyn, NY 11218		6. Employer representative to contact
7. Type of establishment (factory, mine, wholesaler, etc.) Licensed Home Care Agency	8. Identify principal product or service Home Health Care	9. Number of workers employed
10. Full name of party filing charge 1199SEIU United Healthcare Workers East		
11. Address of party filing charge (street, city, state, and ZIP code) 310 West 43rd Street New York, NY 10036-6407, New York, NY 10036-6407		12. Telephone No. (212) 582-1890

13. DECLARATION

I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.

By <u>Laureve D. Blackstone</u> (Signature of representative or person making charge)	<u>Laureve D. Blackstone, Attorney for 1199</u> (title or office, if any)
Address <u>Levy Ratner, P.C., 80 Eighth Avenue, Floor 8, New York, NY 10011-5126</u>	<u>212-627-8100</u> <u>November 20, 2017</u> (Telephone No.) (date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (U.S. CODE, TITLE 18, SECTION 1001)

*U.S. GPO: 2000-404-640/28074

Exhibit 2

The Preferred/Local 713 Complaint

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

PREFERRED HOME CARE OF NEW YORK

and

Case No. 29-CA-208111

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

and

Case No. 29-CB-208114

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT AND
NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the “Board”) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case No. 29-CA-208111 and Case No. 29-CB-208114, which are based on charges filed by 1199SEIU United Healthcare Workers East (the “Charging Party”) against Preferred Home Care of New York (“Respondent Preferred”) and Local 713, International Brotherhood of Trade Unions (the “Respondent Local 713”), respectively, are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the

National Labor Relations Board (the Board) and alleges that Respondent Preferred and Respondent Local 713 have violated the Act as described below.

1. The charge in Case No. 29-CA-208111 was filed by the Charging Party on October 17, 2017, and a copy was served on Respondent Preferred by U.S. mail on October 17, 2017.

2. The charge in Case No. 29-CB-208114 was filed by the Charging Party on October 17, 2017, and a copy was served on Respondent Local 713 by U.S. mail on October 17, 2017.

3. (a) At all material times, Respondent Preferred, a domestic corporation with its principal office and place of business located at 1267 57th Street, Brooklyn, New York, has been engaged in providing home health care services to patients living in New York City and surrounding areas.

(b) In conducting its business operations described above in Paragraph 3(a) during the 12-month period ending December 31, 2017, which period is representative of its annual operations generally, Respondent Preferred derived gross revenues in excess of \$100,000.

(c) During the 12-month period ending December 31, 2017, which period is representative of its annual operations generally, in conducting its business described above in Paragraph 3(a), Respondent Preferred received Medicaid funds in excess of \$5,000 directly from the United States Government.

(d) At all material times Respondent Preferred has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

4. At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, Respondent Local 713 has been a labor organization within the meaning of Section 2(5) of the Act.

6. Beginning in about March 2016, and continuing through September 2016, Respondent Preferred gave assistance and support to Respondent Local 713, including by permitting Respondent Local 713 to utilize Respondent Preferred's facilities to organize Respondent Preferred's employees during work time at a time when Respondent Preferred knew that the Charging Party was also organizing Respondent Preferred's employees.

7. On September 30, 2016, Respondent Preferred granted recognition to Respondent Local 713 as the exclusive collective-bargaining representative of the following employees of Respondent Preferred ("the Unit"):

All full-time and regular part-time home health aides and personal care aides at 1267 57th Street, Brooklyn, New York.

8. On April 6, 2017, Respondent Preferred and Respondent Local 713 entered into a collective-bargaining agreement, effective April 1, 2017, covering terms and conditions of employment of Unit employees.

9. The collective-bargaining agreement described above in Paragraph 8 contains a union-security provision which states:

Section 1: All employees covered by this Agreement, who are members of the Union, shall maintain membership in good standing in the Union as a condition of continued employment.

Section 2: All employees covered by this Agreement, who are not members of the Union, shall become members of the Union in good standing on the thirty-first (31st) day from: (a) the date they first commenced work, (b) the date of execution of this Agreement or (c) the effective date of this Agreement, whichever is later.

Section 3: For the purposes of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders the periodic dues and the

initiation fees uniformly required as a condition of acquiring and retaining membership.

Section 4: An employee who has failed to acquire or maintain membership in the Union in good standing shall be discharged within fourteen (14) calendar days following receipt of a written demand from the Union to the Employer requesting his discharge. The Union shall notify the Employer in writing that an employee has failed to acquire and maintain membership in the Union and shall provide the Employer with a copy of the final warning to the affected employee that he or she has not acquired and maintained membership in the Union. In the event the employee fails or refuses to tender the dues and fees on which he or she is delinquent within fourteen (14) calendar days of receipt by the Employer of such notice, the Employer shall discharge said employee. The aforementioned time period may be extended by mutual agreement of the Employer and the Union.

Section 5: Checkoff. The Employer agrees to deduct from the wages of employees, once a month, out of the first salary payable in each month, the amount of dues and initiation fees employees are required to pay the Union for the month. Once a month, not more than two weeks from the date of such deduction, the Employer will transmit the amount billed and deducted to a duly authorized representative designated by the Union for such purpose. The Union agrees that it will file with the Employer a written authorization executed by each employee authorizing such deductions.

Section 6: The Union shall indemnify and save the Employer harmless against any and all claims, actions or proceedings by any employee that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or reliance on any list, notice or assignment furnished under any such provision.

10. Commencing on or about July 1, 2017 and at all material times thereafter, Respondent Preferred and Respondent Local 713 have been enforcing the collective-bargaining agreement described above in Paragraph 8 by, among other things, deducting union dues from employees' weekly pay and requiring employees to maintain membership in the Union pursuant to the union-security provision described above in Paragraph 9.

11. (a) Respondent Preferred engaged in the conduct described above in Paragraphs 7, 8, and 9 at a time when Respondent Local 713 did not represent a majority of the Unit employees.

(b) Alternatively, Respondent Preferred engaged in the conduct described above in Paragraphs 7, 8, and 9 at a time when Respondent Local 713 did not represent an uncoerced majority of the Unit employees.

12. On September 30, 2016, Respondent Local 713 accepted recognition from Respondent Preferred as described above in Paragraph 7.

13. (a) Respondent Local 713 engaged in the conduct described above in Paragraphs 8, 9, and 12 at a time when Respondent Local 713 did not represent a majority of the Unit.

(b) Alternatively, Respondent Local 713 engaged in the conduct described above in Paragraphs 8, 9, and 12 at a time when Respondent Local 713 did not represent an uncoerced majority of the Unit.

14. By the conduct described above in Paragraphs 7, 8, 10, and 11, Respondent Preferred has been rendering unlawful assistance and support to a labor organization in violation of Section 8(a)(1) and (2) of the Act.

15. By the conduct described above in Paragraphs 10 and 11, Respondent Preferred has been encouraging its employees to join Respondent Local 713, in violation of Section 8(a)(1) and (3) of the Act.

16. By the conduct described above in Paragraphs 8, 10, 12, and 13 Respondent Local 713 has been restraining and coercing employees in their exercise of the rights guaranteed in Section 7 of the Act, in violation of 8(b)(1)(A) of the Act.

17. By the conduct described above in Paragraphs 10, 12, and 13, Respondent Local 713 attempted to cause and caused Respondent Preferred to maintain an unlawful union security provision, in violation of 8(b)(2) of the Act.

18. The unfair labor practices of Respondent Preferred and Respondent Local 713 described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraphs 14, 15, 16, and 17 the General Counsel seeks an Order requiring that Respondent Preferred permit a Board Agent to read the Notice to Employees at as many in-service trainings during work-time as the Regional Director deems necessary in the three months following the Board Order.

As part of the remedy for the unfair labor practices alleged above in paragraphs 14, 15, 16, and 17 the General Counsel seeks an Order requiring Respondent Preferred to supply the Charging Party, upon its request, with the names and addresses of its current unit employees.

As part of the remedy for the unfair labor practices alleged above in paragraphs 8, 9 and 11, the General Counsel seeks an Order requiring Respondent Preferred to schedule, in consultation with the Charging Party, at each of Respondent Preferred's in-service training sessions during the three months after the final Board Order, 30-minute time periods during which the Charging Party will address Unit employees without Respondent Preferred representatives present.

ANSWER REQUIREMENT

Respondent Preferred and Respondent Local 713 are notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, they must file an answer to the complaint. The answer must be **received by this office on or before March 30, 2018, or**

postmarked on or before March 29, 2018. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

Any request for an extension of time to file an answer must, pursuant to Section 102.111(b) of the Board's Rules and Regulations, be filed by the close of business on March 29, 2018. The request must be in writing and addressed to the Regional Director of Region 29.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on April 23, 2018, at 9:30 a.m., at a Fifth Floor hearing room at Two MetroTech Center, Brooklyn, New York, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: March 16, 2018 at Brooklyn, New York

s/ Kathy Drew King

KATHY DREW-KING
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Attachments

Exhibit 3

The Edison/Local 713 Complaint

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

**NAE EDISON LLC D/B/A EDISON HOME
HEALTH CARE**

And

Case No. 29-CA-210276

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

and

Case No. 29-CB-210277

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**ORDER CONSOLIDATING CASES, CONSOLIDATED COMPLAINT AND
NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the “Board”) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case No. 29-CA-210276 and Case No. 29-CB-210277, which are based on charges filed by 1199SEIU United Healthcare Workers East (the “Charging Party”) against NAE Edison LLC d/b/a Edison Home Health Care (“Respondent Edison”) and Local 713, International Brotherhood of Trade Unions (the “Respondent Local 713”), respectively, are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act

(the Act), 29 U.S.C. § 151 et seq., and Section 102.15 of the Rules and Regulations of the National Labor Relations Board (the Board) and alleges that Respondent Edison and Respondent Local 713 have violated the Act as described below.

1. The charge in Case No. 29-CA-210276 was filed by the Charging Party on November 20, 2017, and a copy was served on Respondent Edison by U.S. mail on November 21, 2017.

2. The charge in Case No. 29-CB-210277 was filed by the Charging Party on November 20, 2017, and a copy was served on Respondent Local 713 by U.S. mail on November 21, 2017.

3. (a) At all material times, Respondent Edison, a domestic corporation with its principal office and place of business located at 946 McDonald Avenue, Brooklyn, New York, has been engaged in providing home health care services to patients living in New York City and surrounding areas.

(b) In conducting its business operations described above in Paragraph 3(a) during the 12-month period ending December 31, 2017, which period is representative of its annual operations, generally, Respondent Edison derived gross revenues in excess of \$100,000.

(c) During the past year, which period is representative of its annual operations generally, in conducting its business described above in Paragraph 3(a), Respondent Edison received funds in excess of \$5,000 directly from entities located outside of the State of New York, including Medicaid funds directly from the United States Government.

(d) At all material times Respondent Edison has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

4. At all material times, the Charging Party has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, Respondent Local 713 has been a labor organization within the meaning of Section 2(5) of the Act.

6. Beginning in about March 2016, and continuing through September 2016, Respondent Edison gave assistance and support to Respondent Local 713, including by permitting Respondent Local 713 to utilize Respondent Edison's facilities to organize Respondent Edison's employees during work time at a time when Respondent Edison knew that the Charging Party was also organizing Respondent's Edison's employees.

7. On October 6, 2016, Respondent Edison granted recognition to Respondent Local 713 as the exclusive collective-bargaining representative of the following employees of Respondent Edison ("the Unit"):

All full-time and regular part-time home health aides and personal care aides employed by Respondent Edison at 946 McDonald Avenue, Brooklyn, New York.

8. On April 1, 2017, Respondent Edison and Respondent Local 713 entered into a collective-bargaining agreement covering terms and conditions of employment of Unit employees.

9. The collective-bargaining agreement described above in Paragraph 8 contains a union-security provision which states:

Section 1: All employees covered by this Agreement, who are members of the Union, shall maintain membership in good standing in the Union as a condition of continued employment.

Section 2: All employees covered by this Agreement, who are not members of the Union, shall become members of the Union in good standing on the thirty-first (31st) day from: (a) the date they first commenced work, (b) the date

of execution of this Agreement or (c) the effective date of this Agreement, whichever is later.

Section 3: For the purposes of this Article, an employee shall be considered a member of the Union in good standing if he/she tenders the periodic dues and the initiation fees uniformly required as a condition of acquiring and retaining membership.

Section 4: An employee who has failed to acquire or maintain membership in the Union in good standing shall be discharged within fourteen (14) calendar days following receipt of a written demand from the Union to the Employer requesting his discharge. The Union shall notify the Employer in writing that an employee has failed to acquire and maintain membership in the Union and shall provide the Employer with a copy of the final warning to the affected employee that he or she has not acquired and maintained membership in the Union. In the event the employee fails or refuses to tender the dues and fees on which he or she is delinquent within fourteen (14) calendar days of receipt by the Employer of such notice, the Employer shall discharge said employee. The aforementioned time period may be extended by mutual agreement of the Employer and the Union.

Section 5: Checkoff. The Employer agrees to deduct from the wages of employees, once a month, out of the first salary payable in each month, the amount of dues and initiation fees employees are required to pay the Union for the month. Once a month, not more than two weeks from the date of such deduction, the Employer will transmit the amount billed and deducted to a duly authorized representative designated by the Union for such purpose. The Union agrees that it will file with the Employer a written authorization executed by each employee authorizing such deductions.

Section 6: The Union shall indemnify and save the Employer harmless against any and all claims, actions or proceedings by any employee that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or reliance on any list, notice or assignment furnished under any such provision.

10. Commencing on or about July 1, 2017, and at all material times thereafter,

Respondent Edison and Respondent Local 713 have been enforcing the collective-bargaining

agreement described above in Paragraph 8 by, among other things, deducting union dues from employees' weekly pay and requiring employees to maintain membership in the Union pursuant to the union-security provision described above in Paragraph 9.

11. (a) Respondent Edison engaged in the conduct described above in Paragraphs 7, 8, and 9 at a time when Respondent Local 713 did not represent a majority of the Unit employees.

(b) Alternatively, Respondent Edison engaged in the conduct described above in Paragraphs 7, 8, and 9 at a time when Respondent Local 713 did not represent an uncoerced majority of the Unit employees.

12. On October 6, 2016, Respondent Local 713 accepted recognition from Respondent Edison as described above in Paragraph 7.

13. (a) Respondent Local 713 engaged in the conduct described above in Paragraphs 8, 9, and 12, at a time when Respondent Local 713 did not represent a majority of the Unit.

(b) Alternatively, Respondent Local 713 engaged in the conduct described above in Paragraphs 8, 9, and 12, at a time when Respondent Local 713 did not represent an uncoerced majority of the Unit.

14. By the conduct described above in Paragraphs 7, 8, 10, and 11, Respondent Edison has been rendering unlawful assistance and support to a labor organization in violation of Section 8(a)(1) and (2) of the Act.

15. By the conduct described above in Paragraphs 10 and 11, Respondent Edison has been encouraging its employees to join Respondent Local 713, in violation of Section 8(a)(1) and (3) of the Act.

16. By the conduct described above in Paragraphs 8, 10, 12, and 13 Respondent Local 713 has been restraining and coercing employees in their exercise of the rights guaranteed in Section 7 of the Act, in violation of 8(b)(1)(A) of the Act.

17. By the conduct described above in Paragraphs 10, 12, and 13, Respondent Local 713 attempted to cause and caused Respondent Edison to maintain an unlawful union security provision, in violation of 8(b)(2) of the Act.

18. The unfair labor practices of Respondent Edison and Respondent Local 713 described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraphs 14, 15, 16, and 17 the General Counsel seeks an Order requiring that Respondent Edison permit a Board Agent to read the Notice to Employees at as many in-service trainings during work-time as the Regional Director deems necessary in the three months following the Board Order.

As part of the remedy for the unfair labor practices alleged above in paragraphs 14, 15, 16, and 17 the General Counsel seeks an Order requiring Respondent Edison to supply the Charging Party, upon its request, with the names and addresses of its current unit employees.

As part of the remedy for the unfair labor practices alleged above in paragraphs 8, 9 and 11, the General Counsel seeks an Order requiring Respondent Edison to schedule, in consultation with the Charging Party, at each of Respondent Edison's in-service training sessions during the three months after the final Board Order, 30-minute time periods during which the Charging Party will address Unit employees without Respondent Edison representatives present.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this**

office on or before March 30, 2018, or postmarked on or before March 29, 2018.

Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

Any request for an extension of time to file an answer must, pursuant to Section 102.111(b) of the Board's Rules and Regulations, be filed by the close of business on March 30, 2018. The request must be in writing and addressed to the Regional Director of Region 29.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on April 23, 2018, at 9:30 a.m., at a Fifth Floor hearing room at Two MetroTech Center, Brooklyn, New York, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: March 16, 2018 at Brooklyn, New York

s/ Kathy Drew King

KATHY DREW-KING
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Attachments

Exhibit 4
Order Further Consolidating Cases

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

PREFERRED HOME CARE OF NEW YORK

and

Case No. 29-CA-208111

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

and

Case No. 29-CB-208114

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**NAE EDISON LLC D/B/A EDISON HOME
HEALTH CARE**

and

Case No. 29-CA-210276

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

and

Case No. 29-CA-210277

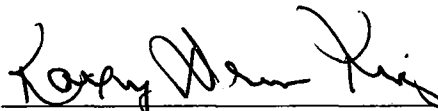
**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

ORDER FURTHER CONSOLIDATING CASES

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the "Board") and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case No.

29-CA-208111 and Case No. 29-CB-208114, which are based on charges filed by 1199SEIU United Healthcare Workers East (the "Charging Party") against Preferred Home Care of New York ("Respondent Preferred") and Local 713 International Brotherhood of Trade Unions (the "Respondent Local 713"), respectively, and which were previously consolidated on March 16, 2018, and Case No. 29-CA-210276 and Case No. 29-CB-210277, which are based on charges filed by the Charging Party against NAE Edison LLC d/b/a Edison Home Health Care ("Respondent Edison") and Respondent Local 713, respectively, and which were previously consolidated on March 16, 2018, are hereby further consolidated.

Dated: March 20, 2018

A handwritten signature in black ink, appearing to read "Kathy Drew-King", is written over a horizontal line.

KATHY DREW-KING
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Exhibit 5

The Answers

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2**

PREFERRED HOME HEALTH CARE OF NEW YORK

and

Case #: 29-CA-208111

1199 SEIU UNITED HEALTHCARE WORKERS EAST

**LOCAL 713 INTERNATIONAL
BROTHERHOOD OF TRADE UNIONS**

and

Case #: 29-CA-208114

1199 SEIU UNITED HEATHCARE WORKERS EAST

ANSWER

Charged party, Local 713 International Brotherhood of Trade Unions (hereinafter referred to as “Union”, “Local 713” or “Charged Party”, by its’ attorneys, Bryan C. McCarthy, Esq. and Associates, hereby answers the Complaint herein as follows:

1. Denies knowledge of information sufficient to form a belief as to truth of the allegations in Paragraph 1 of the Complaint.
2. Denies knowledge of information sufficient to form a belief as to truth of the allegations in Paragraph 2 of the Complaint.

3.
 - a. Denies knowledge of information sufficient to form a belief as to truth of the allegations in Paragraph 3(a) of the Complaint.
 - b. Denies knowledge of information sufficient to form a belief as to truth of the allegations in Paragraph 3(b) of the Complaint.
 - c. Denies knowledge of information sufficient to form a belief as to truth of the allegations in Paragraph 3(c) of the Complaint.
 - d. Denies knowledge of information sufficient to form a belief as to truth of the allegations in Paragraph 3(d) of the Complaint.
4. Denies knowledge of information sufficient to form a belief as to truth of the allegations in Paragraph 4 of the Complaint.
5. Admits the allegations in Paragraph 5 of the Complaint.
6. Denies the allegations in Paragraph 6 of the Complaint.
7. Admits the allegations in Paragraph 7 of the Complaint.
8. Admits the allegations in Paragraph 8 of the Complaint.
9. Admits the allegations in Paragraph 9 of the Complaint.
10. Admits the allegations in Paragraph 10 of the Complaint
11.
 - a. Denies the allegations in Paragraph 11(a) of the Complaint.
 - b. Denies the allegations in Paragraph 11(b) of the Complaint.
12. Admits the allegations in Paragraph 12 of the Complaint.
13.
 - a. Denies the allegations in Paragraph 13(a) of the Complaint.

- b. Denies the allegations in Paragraph 13(b) of the Complaint.
- 14. Denies the allegations in Paragraph 14 of the Complaint.
- 15. Denies the allegations in Paragraph 15 of the Complaint.
- 16. Denies the allegations in Paragraph 16 of the Complaint.
- 17. Denies the allegations in Paragraph 17 of the Complaint.
- 18. Denies the allegations in Paragraph 18 of the Complaint.

AFFIRMATIVE DEFENSES

- 1. The claims and allegations in the Complaint are barred by the six (6) month statute of limitations incorporated in Section 10(b) of the Act.
- 2. Some or all of the claims and allegations contained in the Complaint are barred by the doctrine or defenses of waiver, estoppel, laches, unclean hands and bad faith.
- 3. Throughout the period of time, and prior thereto, the Respondent Employer properly recognized and bargained with Local 713, International Brotherhood of Trade Unions as the exclusive collective bargaining representative of the unit employees, therefore the Complaint and each claim for relief stated therein fail to allege facts sufficient to state a claim upon which relief can be granted.

WHEREFORE, Local 713 respectfully requests that the relief sought in the Complaint be denied and the Complaint be dismissed in its entirety with prejudice.

Dated: April 6, 2018

Respectfully submitted

Bryan C. McCarthy Esq. and
Associates, PC

/s/Bryan McCarthy
Bryan C. McCarthy, Esq.
1454 Route 22, Suite B101
Brewster, New York 10509

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 2**

NAE EDISON LLC D/B/A EDISOIN HOME HEALTH CARE

and

Case #: 29-CA-210276

1199 SEIU UNITED HEALTHCARE WORKERS EAST

**LOCAL 713 INTERNATIONAL
BROTHERHOOD OF TRADE UNIONS**

and

Case #: 29-CA-210277

1199 SEIU UNITED HEATHCARE WORKERS EAST

ANSWER

Charged party, Local 713 International Brotherhood of Trade Unions (hereinafter referred to as “Union”, “Local 713” or “Charged Party”, by its’ attorneys, Bryan C. McCarthy, Esq. and Associates, hereby answers the Complaint herein as follows:

1. Denies knowledge of information sufficient to form a belief as to truth of the allegations in Paragraph 1 of the Complaint.
2. Denies knowledge of information sufficient to form a belief as to truth of the allegations in Paragraph 2 of the Complaint.

3.
 - a. Denies knowledge of information sufficient to form a belief as to truth of the allegations in Paragraph 3(a) of the Complaint.
 - b. Denies knowledge of information sufficient to form a belief as to truth of the allegations in Paragraph 3(b) of the Complaint.
 - c. Denies knowledge of information sufficient to form a belief as to truth of the allegations in Paragraph 3(c) of the Complaint.
 - d. Denies knowledge of information sufficient to form a belief as to truth of the allegations in Paragraph 3(d) of the Complaint.
4. Denies knowledge of information sufficient to form a belief as to truth of the allegations in Paragraph 4 of the Complaint.
5. Admits the allegations in Paragraph 5 of the Complaint.
6. Denies the allegations in Paragraph 6 of the Complaint.
7. Admits the allegations in Paragraph 7 of the Complaint.
8. Admits the allegations in Paragraph 8 of the Complaint.
9. Admits the allegations in Paragraph 9 of the Complaint.
10. Admits the allegations in Paragraph 10 of the Complaint
11.
 - a. Denies the allegations in Paragraph 11(a) of the Complaint.
 - b. Denies the allegations in Paragraph 11(b) of the Complaint.
12. Admits the allegations in Paragraph 12 of the Complaint.
13.
 - a. Denies the allegations in Paragraph 13(a) of the Complaint.

- b. Denies the allegations in Paragraph 13(b) of the Complaint.
- 14. Denies the allegations in Paragraph 14 of the Complaint.
- 15. Denies the allegations in Paragraph 15 of the Complaint.
- 16. Denies the allegations in Paragraph 16 of the Complaint.
- 17. Denies the allegations in Paragraph 17 of the Complaint.
- 18. Denies the allegations in Paragraph 18 of the Complaint.

AFFIRMATIVE DEFENSES

- 1. The claims and allegations in the Complaint are barred by the six (6) month statute of limitations incorporated in Section 10(b) of the Act.
- 2. Some or all of the claims and allegations contained in the Complaint are barred by the doctrine or defenses of waiver, estoppel, laches, unclean hands and bad faith.
- 3. Throughout the period of time, and prior thereto, the Respondent Employer properly recognized and bargained with Local 713, International Brotherhood of Trade Unions as the exclusive collective bargaining representative of the unit employees, therefore the Complaint and each claim for relief stated therein fail to allege facts sufficient to state a claim upon which relief can be granted.

WHEREFORE, Local 713 respectfully requests that the relief sought in the Complaint be denied and the Complaint be dismissed in its entirety with prejudice.

Dated: April 6, 2018

Respectfully submitted

Bryan C. McCarthy Esq. and
Associates, PC

/s/Bryan McCarthy
Bryan C. McCarthy, Esq.
1454 Route 22, Suite B101
Brewster, New York 10509

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29

PREFERRED HOME CARE OF NEW YORK

And

Case No. 29-CA-208111

1199SEIU, UNITED HEALTHCARE WORKERS
EAST

LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS

And

Case No. 29-CB-208114

1199SEIU, UNITED HEALTHCARE WORKERS
EAST

ANSWER OF PREFERRED HOME CARE OF NEW YORK TO
THE CONSOLIDATED COMPLAINT

Preferred Home Care of New York (hereinafter “Preferred” or “Respondent Employer”),
by its undersigned attorney, answers the Consolidated Complaint and alleges as follows:

1. Respondent Employer admits the allegations in Paragraph 1 of the Consolidated Complaint.
2. Respondent Employer denies knowledge sufficient to respond to the allegations in Paragraph 2 of the Consolidated Complaint.
3. Respondent Employer admits the allegations in Paragraph 3 of the Consolidated Complaint.
4. Respondent Employer admits the allegations in Paragraph 4 of the Consolidated Complaint.

5. Respondent Employer admits the allegations in Paragraph 5 of the Consolidated Complaint.
6. Respondent Employer denies the allegations in Paragraph 6 of the Consolidated Complaint.
7. Respondent Employer admits the allegations in Paragraph 7 of the Consolidated Complaint.
8. Respondent Employer admits the allegations in Paragraph 8 of the Consolidated Complaint.
9. Respondent Employer admits the allegations in Paragraph 9 of the Consolidated Complaint.
10. Respondent Employer admits the allegations in Paragraph 10 of the Consolidated Complaint.
11. Respondent Employer denies the allegations in Paragraph 11 of the Consolidated Complaint.
12. Respondent Employer admits, upon information and belief, the allegations in Paragraph 12 of the Consolidated Complaint.
13. Respondent Employer denies the allegations in Paragraph 13 of the Consolidated Complaint.
14. Respondent Employer denies the allegations in Paragraph 14 of the Consolidated Complaint.
15. Respondent Employer denies the allegations in Paragraph 15 of the Consolidated Complaint.

16. Respondent Employer denies the allegations in Paragraph 16 of the Consolidated Complaint.

17. Respondent Employer denies the allegations in Paragraph 17 of the Consolidated Complaint.

18. Respondent Employer denies the allegations in Paragraph 18 of the Consolidated Complaint.

FIRST AFFIRMATIVE DEFENSE

19. Daniel J. Ratner (hereinafter “Ratner”) is and has been at all times relevant hereto, General Counsel to 1199SEIU, representing 1199SEIU and acting on its behalf.

20. Rona Shapiro (hereinafter “Shapiro”) is, and has been at all times relevant hereto, the 1199SEIU Home Care Division Executive Vice President.

21. Berry Weiss (hereinafter “Weiss”) is, and has been at all times relevant hereto, President and CEO of Preferred Home Care of New York.

22. Shulim Leifer (hereinafter “Leifer”) is, and has been at all times relevant hereto, the Executive Director of Operations for Preferred Home Care of New York.

23. On or about May 18, 2016, some seventeen months prior to the filing of the unfair labor practice charge in Case No. 29-CA-208111, Ratner sent a letter addressed to Berry Weiss, as President and CEO of Preferred Home Care of New York (hereinafter the “Ratner letter”), wherein Ratner identified himself as the General Counsel of 1199SEIU, United Healthcare Workers East.

24. Ratner stated, *inter alia*, in the Ratner letter:

“This letter will serve as notice to you that 1199 is conducting an organizing Campaign of the home care workers employed by Preferred Home Care of New York (“Preferred”). 1199 demands that Preferred provide equivalent access to

Preferred's employees as was provided to another labor organization, including a list of Preferred's home care workers with addresses and telephone numbers. Please be advised that Preferred's refusal to cooperate and/or its entering into a voluntary recognition agreement with another labor organization would be a violation of federal labor law and 1199 will accordingly exercise its rights under the National Labor Relations Act."

25. By the above referenced Ratner letter, 1199SEIU evidenced knowledge of the organizing efforts of Local 713, International Brotherhood of Trade Unions (hereinafter "Local 713") more than seventeen months prior to the filing of the unfair labor practice charge in Case No. 29-CA-208111.

26. By the above referenced Ratner letter, 1199SEIU evidenced knowledge of possible violations of Section 8(a)(2) of the national Labor Relation Act, more than seventeen months prior to the filing of the unfair labor practice charge in Case No. 29-CA-208111.

27. On November 14, 2016, some eleven months prior to the filing of the unfair labor practice charge in Case No. 29-CA-208111, Weiss and Leifer attended a fundraiser for Village Care at the Tribeca Rooftop, 2 Desbrosses Street, New York, New York (hereinafter "fundraiser").

28. At the fundraiser Leifer and Weiss were introduced to Shapiro by Shaun Ruskin, Chief Growth Officer for Village Care.

29. After being introduced, Shapiro asked Weiss "why don't we try to work with you and your workforce?" Shapiro was advised by Leifer that Local 713 had been recognized by Preferred and that Preferred was in negotiations with Local 713.

30. By the above referenced conversation between Shapiro, Weiss and Leifer, 1199SEIU was put on notice that Local 713, International Brotherhood of Trade Unions (hereinafter "Local 713") had been recognized by Preferred, more than eleven months prior to the filing of the unfair labor practice charge in Case No. 29-CA-208111.

30. The unfair labor practice charge in Case No. 29-CA-208111 was filed more than six months outside the six-month statutory limitation period set forth in Section 10(b) of the National Labor Relations Act, more than seventeen months after 1199SEIU had demonstrated knowledge of Local 713's organizing efforts in the Ratner letter and more than eleven months after Shapiro had been advised that Preferred had recognized Local 713 and was in negotiations with Local 713.

31. 1199SEIU failed to exercise due diligence by investigating the allegations in the Ratner letter, and thus had actual and/or constructive notice of the facts and circumstances underlying the alleged violation of Section 8(a)(2) of the Act more than six months prior to the filing of the unfair labor practices charges at issue herein.

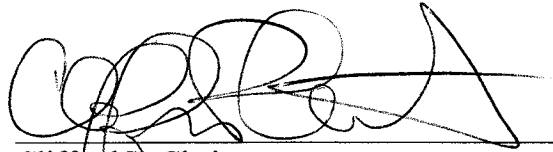
33. The contract provisions set forth in paragraph 9 of the Consolidated Complaint are not facially invalid or otherwise unlawful under the National Labor Relations Act. Thus, the application and enforcement thereof within the six-month statute of limitations set forth in Section 10(b) of the Act do not provide a separate and timely basis for the alleged unfair labor practices set forth in the Consolidated Complaint.

32. Based upon the above, the National Labor Relations Board is without jurisdiction to hear this case inasmuch as the alleged violations of Section 8(a)(2) are outside the six-month statute of limitations set forth in Section 10(b) of the Act.

WHEREFORE, Respondent Employer requests that the Consolidated Complaint be dismissed forthwith.

Dated: March 27, 2018

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Clifford P. Chalet', written over a horizontal line.

Clifford P. Chalet
W. Matthew Groh
Naness, Chalet & Naness LLC
Attorneys for Respondent Employer
375 North Broadway, Suite 202
Jericho, New York 11753

cc: Laureve D. Blackstone
Levy Ratner, P.C.
Attorney for 1199SEIU
80 Eight Avenue, 8th Floor
New York, New York 1011-5126

1199 SEIU, United Healthcare Workers East
310 West 43rd Street
New York, New York 10036-6407

Peter Hasho, President
Local 713, International Brotherhood of
Trade Unions, UMD, ILA, AFL-CIO
400 Garden City Plaza, Suite 106
Garden City, New York 11530

Bryan C. McCarthy
Bryan C. McCarthy, Esq. & Associates P.C.
1454 Route 22, Suite B101
Brewster, New York 10509

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29

NAE EDISON LLC D/B/A EDISON HOME
HEALTH CARE

And

Case No. 29-CA-210276

1199SEIU, UNITED HEALTHCARE WORKERS
EAST

LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS

And

Case No. 29-CB-210277

1199SEIU, UNITED HEALTHCARE WORKERS
EAST

ANSWER OF NAE EDISON LLC D/B/A EDISON HOME HEALTH CARE TO
THE CONSOLIDATED COMPLAINT

NAE Edison LLC d/b/a Edison Home Health Care (hereinafter “Respondent Employer”),
by its undersigned attorney, answers the Consolidated Complaint and alleges as follows:

1. Respondent Employer admits the allegations in Paragraph 1 of the Consolidated Complaint.
2. Respondent Employer denies knowledge sufficient to respond to the allegations in Paragraph 2 of the Consolidated Complaint.
3. Respondent Employer admits the allegations in Paragraph 3 of the Consolidated Complaint.
4. Respondent Employer admits the allegations in Paragraph 4 of the Consolidated Complaint.

5. Respondent Employer admits the allegations in Paragraph 5 of the Consolidated Complaint.
6. Respondent Employer denies the allegations in Paragraph 6 of the Consolidated Complaint.
7. Respondent Employer admits the allegations in Paragraph 7 of the Consolidated Complaint.
8. Respondent Employer admits the allegations in Paragraph 8 of the Consolidated Complaint.
9. Respondent Employer admits the allegations in Paragraph 9 of the Consolidated Complaint.
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11. Respondent Employer denies the allegations in Paragraph 11 of the Consolidated Complaint.
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13. Respondent Employer denies the allegations in Paragraph 13 of the Consolidated Complaint.
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15. Respondent Employer denies the allegations in Paragraph 15 of the Consolidated Complaint.

16. Respondent Employer denies the allegations in Paragraph 16 of the Consolidated Complaint.

17. Respondent Employer denies the allegations in Paragraph 17 of the Consolidated Complaint.

18. Respondent Employer denies the allegations in Paragraph 18 of the Consolidated Complaint.

FIRST AFFIRMATIVE DEFENSE

19. Daniel J. Ratner, upon information and belief, is and has been at all times relevant hereto, General Counsel to 1199SEIU, representing 1199SEIU and acting on its behalf.

20. Samuel Weiss is, and has been at all times relevant hereto, President of NAE Edison LLC d/b/a Edison Home Health Care.

21. On or about May 18, 2016, some seventeen months prior to the filing of the unfair labor practice charge in Case No. 29-CA-208111, Ratner sent a letter addressed to Samuel Weiss, as President of NAE Edison LLC d/b/a Edison Home Health Care (hereinafter the “Ratner letter”), wherein Ratner identified himself as the General Counsel of 1199SEIU, United Healthcare Workers East.

22. Ratner stated, *inter alia*, in the Ratner letter:

“This letter will serve as notice to you that 1199 is conducting an organizing Campaign of the home care workers employed by Edison Home Health Care (“Edison”). 1199 demands that Edison provide equivalent access to Edison’s employees as was provided to another labor organization, including a list of Edison’s home care workers with addresses and telephone numbers. Please be advised that Edison’s refusal to cooperate and/or its entering into a voluntary recognition agreement with another labor organization would be a violation of federal labor law and 1199 will accordingly exercise its rights under the National Labor Relations Act.”

23. By the above referenced Ratner letter, 1199SEIU evidenced knowledge of the organizing efforts of Local 713, International Brotherhood of Trade Unions (hereinafter “Local 713”) more than seventeen months prior to the filing of the unfair labor practice charge in Case No. 29-CA-210276.

24. The unfair labor practice charge in Case No. 29-CA-210276 was filed more than six months outside the six-month statutory limitation period set forth in Section 10(b) of the National Labor Relations Act, and more than seventeen months after 1199SEIU had demonstrated knowledge of Local 713’s organizing efforts.

25. The unfair labor practice charge in Case No. 29-CA-208111 was filed more than six months outside the six-month statutory limitation period set forth in Section 10(b) of the National Labor Relations Act, more than seventeen months after 1199SEIU had demonstrated knowledge of Local 713’s organizing efforts in the Ratner letter and more than eleven months after Shapiro had been advised that Preferred had recognized Local 713 and was in negotiations with Local 713.

26. 1199SEIU knew, or should have known, had it exercised due diligence, that the conduct alleged in the Consolidated Complaint as being in violation of Section 8(a)(2) of the Act occurred and that it occurred prior to May 2016.

27. 1199SEIU failed to exercise due diligence by investigating the allegations in the Ratner letter, and thus had actual and/or constructive notice of the facts and circumstances underlying the alleged violation of Section 8(a)(2) of the Act more than six months prior to the filing of the unfair labor practices charges at issue herein.

28. The contract provisions set forth in paragraph 9 of the Consolidated Complaint are not facially invalid or otherwise unlawful under the National Labor Relations Act. Thus, the

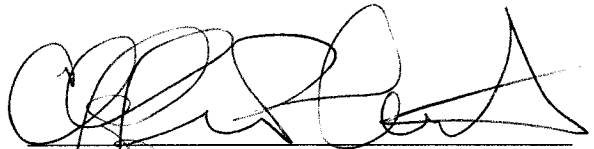
application and enforcement thereof within the six-month statute of limitations set forth in Section 10(b) of the Act do not provide a separate and timely basis for the alleged unfair labor practices set forth in the Consolidated Complaint.

29. Based upon the above, the National Labor Relations Board is without jurisdiction to hear this case inasmuch as the alleged violations of Section 8(a)(2) are outside the six-month statute of limitations set forth in Section 10(b) of the Act.

WHEREFORE, Respondent Employer requests that the Consolidated Complaint be dismissed forthwith.

Dated: March 27, 2018

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Clifford P. Chalet', written over a horizontal line.

Clifford P. Chalet
W. Matthew Groh
Naness, Chalet & Naness LLC
Attorneys for Respondent Employer
375 North Broadway, Suite 202
Jericho, New York 11753

cc: Laureve D. Blackstone
Levy Ratner, P.C.
Attorney for 1199SEIU
80 Eight Avenue, 8th Floor
New York, New York 1011-5126

1199 SEIU, United Healthcare Workers East
310 West 43rd Street
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Peter Hasho, President
Local 713, International Brotherhood of
Trade Unions, UMD, ILA, AFL-CIO
400 Garden City Plaza, Suite 106
Garden City, New York 11530

Bryan C. McCarthy
Bryan C. McCarthy, Esq. & Associates P.C.
1454 Route 22, Suite B101
Brewster, New York 10509

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

PREFERRED HOME CARE OF NEW YORK

and

Case 29-CA-208111

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

and

Case 29-CB-208114

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**NAE EDISON LLC D/B/A EDISON HOME
HEALTH CARE**

and

Case 29-CA-210276

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

and

Case 29-CB-210277

**1199SEIU UNITED HEALTHCARE WORKERS
EAST**

DECISION AND ORDER

Statement of the Cases

On April 23, 2018, Preferred Home Care of New York (Respondent Preferred); NAE Edison LLC d/b/a Edison Home Health Care (Respondent Edison) (collectively referred to as Respondent Employers); Local 713, International Brotherhood of Trade

Unions (Respondent Local 713); 1199SEIU United Healthcare Workers East (the Charging Party); and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals.¹ The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondents waived their right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.²

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

The Respondent Employers' businesses

1. (a) At all material times, Respondent Preferred Home Care of New York (Respondent Preferred), a domestic corporation with its principal office and place of business located at 1267 57th Street, Brooklyn, New York, has been engaged in providing home health care services to patients living in New York City and surrounding areas.

(b) In conducting its business operations during the 12-month period ending December 31, 2017, which period is representative of its annual operations generally, Respondent Preferred derived gross revenues in excess of \$100,000.

(c) In conducting its business operations during the 12-month period ending December 31, 2017, which period is representative of its annual operations generally, Respondent Preferred received funds in excess of \$5,000 directly from points outside of the State of New York, including Medicaid funds directly from the United States Government.

¹ The parties subsequently approved a revision to the Order correcting an inadvertent error.

² Member Emanuel is recused and took no part in the consideration of this case.

(d) At all material times, Respondent Preferred has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. (a) At all material times, Respondent NAE Edison LLC d/b/a Edison Home Health Care (Respondent Edison), a domestic corporation with its principal office and place of business located at 946 McDonald Avenue, Brooklyn, New York, has been engaged in providing home health care services to patients living in New York City and surrounding areas.

(b) In conducting its business operations during the 12-month period ending December 31, 2017, which period is representative of its annual operations generally, Respondent Edison derived gross revenues in excess of \$100,000.

(c) In conducting its business operations during the past year, which period is representative of its annual operations generally, Respondent Edison received funds in excess of \$5,000 directly from entities located outside of the State of New York, including Medicaid funds directly from the United States Government.

(d) At all material times, Respondent Edison has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

The labor organizations involved

1. At all material times, Local 713, International Brotherhood of Trade Unions (Respondent Local 713) has been a labor organization within the meaning of Section 2(5) of the Act.

2. At all material times, 1199SEIU United Healthcare Workers East (the Charging Party or 1199SEIU) has been a labor organization within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

Respondent Local 713, International Brotherhood of Trade Unions, Garden City, New York, its officers, agents, and representatives, shall:

1. Cease and desist from restraining and coercing employees in the exercise of their Section 7 rights, including:

(a) Representing employees of Respondent Edison and Respondent Preferred for the purpose of collective bargaining, unless and until Respondent Local 713 has been certified by the National Labor Relations Board as the exclusive collective-bargaining representative of those employees.

(b) Accepting recognition from any employer, including Respondent Preferred and Respondent Edison, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.

(c) Executing or giving effect to a collective-bargaining agreement with any employer, including Respondent Preferred and Respondent Edison, including agreements containing a union security clause requiring membership in Respondent Local 713 as a condition of employment, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.

(d) Causing or attempting to cause any employer, including Respondent Edison or Respondent Preferred, to discriminate against any employees in regard to their hire or tenure of employment, or any term or condition of employment, in violation of Section 8(a)(3) of the Act, as amended, by conditioning employment on signing a Local 713 membership application.

(e) Any and all activity in furtherance of being or becoming the exclusive collective-bargaining representative of Respondent Edison's employees or of Respondent Preferred's employees, including enforcing collective-bargaining agreements, soliciting union authorization cards from Respondent Edison or Respondent Preferred employees, and discussing the benefits of membership in Local 713 with any of the Respondents' employees, for the six-month period following the Regional Director of Region 29's approval of this Stipulation.

(f) Using any Local 713 International Brotherhood of Trade Unions membership cards, which were signed on or before the date that the Board approves this Stipulation, in an effort to seek certification by the National Labor Relations Board as the exclusive collective-bargaining representative of any Respondent Edison or Respondent Preferred employees for the purpose of collective bargaining.

(g) Seeking certification by the National Labor Relations Board as the exclusive representative of any Respondent Preferred or Respondent Edison employees for the purpose of collective bargaining for the six-month period following the Regional Director of Region 29's approval of this Stipulation.

(h) In any other manner restraining or coercing employees of Respondent Preferred, Respondent Edison, or any other employer in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) After the Board approves this Stipulation, Region 29 will notify Respondent Local 713 of the amounts due. Within 14 days of notification from Region 29 of the amounts due, Respondent Local 713 shall print and deliver checks to Region 29 which reimburse all present and former employees for all dues, initiation fees, and other money paid by employees or withheld from employees pursuant to the April 2017 collective-bargaining agreements between Respondent Local 713 and Respondent Edison and Respondent Preferred. Respondent Local 713 shall also pay the interest on those reimbursements, pursuant to the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). Region 29 will distribute the checks to the employees.

(b) Accept Respondent Preferred's withdrawal of recognition of Respondent Local 713 as the exclusive collective-bargaining representative of Respondent Preferred's regular full-time and part-time home healthcare aides.

(c) Accept Respondent Edison's withdrawal of recognition of Respondent Local 713 as the exclusive collective-bargaining representative of Respondent Edison's regular full-time and part-time home healthcare aides.

(d) Within 14 days of service by the Region, post at its facility, located at 400 Garden City Plaza, Suite 106, Garden City, NY 11530, copies of the attached notices marked "Appendix A and C," in the languages that the Regional Director deems appropriate. Copies of the notices, on forms provided by Region 29, after being signed by Respondent Local 713's authorized representative, shall be posted by Respondent Local 713 and maintained for 60 consecutive days in conspicuous places, including all places where notices to members and employees are customarily posted. If Respondent Local 713 communicated with the employees of Respondent Preferred or Respondent Edison in any other manner, Respondent Local 713 will also send the notices to the employees in that manner.

(e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Respondent Preferred, Brooklyn, New York, its officers, successors, agents, and assigns, shall:

1. Cease and desist from rendering assistance and support to Respondent Local 713, including:

(a) Recognizing Respondent Local 713 as the representative of any of its employees for the purpose of dealing with Respondent Preferred concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other terms and conditions of employment, unless and until Respondent Local 713 has been certified by the National Labor Relations Board as the exclusive representative of those employees.

(b) Maintaining or giving any force or effect to any collective-bargaining agreement with Respondent Local 713, including any union security and/or dues check off provisions, unless and until Respondent Local 713 is duly certified by the Board as the exclusive collective-bargaining representative of a unit of Respondent Preferred's employees, *provided that* nothing in the Order shall permit the withdrawal or elimination of any wage increase or other benefits, terms, or conditions of employment which may have been established pursuant to the performance of that agreement and that the Ordered cessation shall be without prejudice to the insurance coverage provided in those agreements.

(c) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) To the extent not already provided to the Region or to Respondent Local 713, within 14 days of signing this Stipulation, Respondent Preferred shall provide payroll documents, dues remittance reports, and other information to the Regional Director of Region 29 and to Respondent Local 713 showing all union dues, initiation fees, and any other money Respondent Preferred deducted from its employees since July 1, 2017, pursuant to Respondent Preferred's collective-bargaining agreement with Respondent Local 713.

(b) Within 14 days of the Regional Director's approval of this Stipulation, Respondent Preferred shall provide a list to the Regional Director of Region 29 of the most current names, addresses, phone numbers, and social security numbers in Respondent Preferred's possession of all current and former employees receiving reimbursement of Local 713 dues and fees pursuant to this Stipulation. This list must be in a Microsoft Excel document.

(c) The parties agree that Respondent Local 713 is primarily liable for the reimbursement of Respondent Preferred's employees for dues, initiation fees, and other money the employees paid pursuant to the collective-bargaining agreement. Respondent Preferred assumes joint and several liability for making the employees whole, including daily compounded interest, only after Respondent Local 713 defaults on this agreement. As described in this Stipulation, Respondent Local 713 must make the employees whole within 14 days of notice from Region 29 of the amounts due. If Respondent Local 713 does not meet that 14-day deadline, Region 29 will send an additional notice to Respondent Local 713, informing Respondent Local 713 of its failure to pay and demanding payment to the employees. Respondent Local 713 will be in default, and Respondent Preferred will assume joint and several liability, only if

Respondent Local 713 fails to pay within 21 days of receiving that additional notice from Region 29.

(d) Withdraw all recognition from Respondent Local 713 as representative of any of its employees for the purpose of dealing with Respondent Preferred with respect to grievances, labor disputes, wages, rates of pay, hours of employment, and other conditions of employment.

(e) Within 7 days of the Regional Director's approval of this agreement, Respondent Preferred shall post an audio notice for all employees to hear on the Santrax telephone call-in system. The notice will be in the same languages with which the Santrax system communicates to Respondent Preferred's employees. The contents of the notice will be, translated appropriately, "Attention employees: Local 713 is no longer your union. All employees will receive a letter in the mail soon with more information." The notice will remain on the Santrax system for no less than two weeks.

(f) Within 14 days of service by the Region, post at all of its New York City facilities copies of the attached notices marked "Appendix A" and "Appendix B." Copies of the notices, on forms provided by Region 29, after being signed by Respondent Preferred's authorized representative and Respondent Local 713's authorized representative, respectively, shall be posted by Respondent Preferred and maintained for 60 consecutive days in conspicuous places, including every room where Respondent Preferred conducts an in-service training for the 60 days following service by the Region. In addition to physical posting of paper notices, Respondent Preferred shall duplicate and mail, at its own expense, a copy of the notices marked "Appendix A" and "Appendix B" to all current employees and former employees employed by Respondent Preferred at any time since July 1, 2017. Respondent Preferred will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. Respondent Preferred agrees to post and mail notices translated by the Region in all languages deemed appropriate by the Regional Director.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent Preferred has taken to comply.

Respondent Edison, Brooklyn, New York, its officers, successors, agents, and assigns, shall:

1. Cease and desist from rendering assistance and support to Respondent Local 713, including:

(a) Recognizing Respondent Local 713 as the representative of any of its employees for the purpose of dealing with Respondent Edison concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other terms and conditions of employment.

(b) Maintaining or giving any force or effect to any collective-bargaining agreement with Respondent Local 713, including any union security and/or dues check off provisions, unless and until Respondent Local 713 is duly certified by the Board as the exclusive collective-bargaining representative of a unit of Respondent Edison's employees, *provided that* nothing in the Order shall permit the withdrawal or elimination of any wage increase or other benefits, terms, or conditions of employment which may have been established pursuant to the performance of that agreement and that the Ordered cessation shall be without prejudice to the insurance coverage provided in those agreements.

(c) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) To the extent not already provided to the Region or to Respondent Local 713, within 14 days of signing this Stipulation, Respondent Edison shall provide payroll documents, dues remittance reports, and other information to the Regional Director of Region 29 and to Respondent Local 713 showing all union dues, initiation fees, and any other money Respondent Edison deducted from its employees since July 1, 2017, pursuant to Respondent Edison's collective-bargaining agreement with Respondent Local 713.

(b) Within 14 days of the Regional Director's approval of this Stipulation, Respondent Edison shall provide a list to the Regional Director of Region 29 of the most current names, addresses, phone numbers, and social security numbers in Respondent Edison's possession of all current and former employees receiving reimbursement of Local 713 dues and fees pursuant to this Stipulation. This list must be in a Microsoft Excel document.

(c) The parties agree that Respondent Local 713 is primarily liable for the reimbursement of Respondent Edison's employees for dues, initiation fees, and other money the employees paid pursuant to the collective-bargaining agreement. Respondent Edison assumes joint and several liability for making the employees whole, including daily compounded interest, only after Respondent Local 713 defaults on this agreement. As described in this Stipulation, Respondent Local 713 must make the employees whole within 14 days of notice from Region 29 of the amounts due. If Respondent Local 713 does not meet that 14-day deadline, Region 29 will send an additional notice to Respondent Local 713, informing Respondent Local 713 of its failure to pay and demanding payment to the employees. Respondent Local 713 will be in default, and Respondent Edison will assume joint and several liability, only if

Respondent Local 713 fails to pay within 21 days of receiving that additional notice from Region 29.

(d) Withdraw all recognition from Respondent Local 713 as representative of any of its employees for the purpose of dealing with Respondent Edison with respect to grievances, labor disputes, wages, rates of pay, hours of employment, and other conditions of employment, unless and until Respondent Local 713 has been certified by the National Labor Relations Board as such representative.

(e) Within 7 days of the Regional Director's approval of this agreement, Respondent Edison shall post an audio notice for all employees to hear on the Santrax telephone call-in system. The notice will be in the same languages with which the Santrax system communicates to Respondent Edison's employees. The contents of the notice will be, translated appropriately, "Attention employees: Local 713 is no longer your union. All employees will receive a letter in the mail soon with more information." The notice will remain on the Santrax system for no less than two weeks.

(f) Within 14 days of service by the Region, post at all of its New York City facilities copies of the attached notices marked "Appendix C" and "Appendix D." Copies of the notices, on forms provided by Region 29, after being signed by Respondent Edison's authorized representative and Respondent Local 713's authorized representative, respectively, shall be posted by Respondent Edison and maintained for 60 consecutive days in conspicuous places, including every room where Respondent Edison conducts an in-service training for the 60 days following service by the Region. In addition to physical posting of paper notices, Respondent Edison shall duplicate and mail, at its own expense, a copy of the notices marked "Appendix C" and "Appendix D" to all current employees and former employees employed by Respondent Edison at any time since July 1, 2017. Respondent Edison will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. Respondent Edison agrees to post and mail notices translated by the Region in all languages deemed appropriate by the Regional Director.

(g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent Edison has taken to comply.

Dated, Washington, D.C., June 14, 2018

John F. Ring, Chairman

Mark Gaston Pearce, Member

Marvin E. Kaplan, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A – Local 713 Notice for Preferred Employees

NOTICE TO MEMBERS POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

Local 713 is No Longer Your Union at Preferred

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Preferred Home Care of New York and Local 713, International Brotherhood of Trade Unions. In that agreement, Preferred and Local 713 agreed that Preferred no longer recognizes Local 713 as the union representing Preferred's home health aides. The collective-bargaining agreement Local 713 and Preferred signed is no longer in effect. Preferred will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Local 713 states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose a representative to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL STOP enforcing our collective-bargaining agreement with Preferred.

WE WILL NOT charge you union dues or other fees under our collective-bargaining agreement with Preferred.

WE WILL NOT accept recognition as your union from Preferred or any other employer at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective-bargaining agreement with Preferred or any other employer if we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL reimburse you all union dues and other fees you paid under Local 713's contract with Preferred.

WE WILL accept Preferred's withdrawal of recognition of Local 713 as the union representing Preferred's home health aides, unless and until the National Labor Relations Board certifies Local 713 to be your union.

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

The Board's decision can be found at www.nlr.gov/case/29-CA-208111 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

APPENDIX B – Preferred Notice

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

Local 713 is No Longer Your Union at Preferred

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Preferred Home Care of New York and Local 713, International Brotherhood of Trade Unions. In that agreement, Preferred and Local 713 agreed that Preferred no longer recognizes Local 713 as the union representing Preferred's home health aides. The collective-bargaining agreement Local 713 and Preferred signed is no longer in effect. Preferred will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Preferred states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose a representative to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT recognize Local 713 as your union unless and until the National Labor Relations Board certifies Local 713 to be your union.

WE WILL NOT deduct union dues and fees from your wages and send that money to Local 713 pursuant to our collective-bargaining agreement with Local 713.

WE WILL NOT in any other way give effect to our collective-bargaining agreement with Local 713.

WE WILL NOT recognize Local 713 or any other union at a time when that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective-bargaining agreement with Local 713 or any other union if that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL withdraw recognition of Local 713 as the union representing Preferred's home health aides for the purpose of collective bargaining.

PREFERRED HOME CARE OF NEW YORK

The Board's decision can be found at www.nlr.gov/case/29-CA-208111 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

APPENDIX C – Local 713 Notice for Edison Employees

NOTICE TO MEMBERS POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

Local 713 is No Longer Your Union at Edison

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Edison Home Health Care of New York and Local 713, International Brotherhood of Trade Unions. In that agreement, Edison and Local 713 agreed that Edison no longer recognizes Local 713 as the union representing Edison's home health aides. The collective-bargaining agreement Local 713 and Edison signed is no longer in effect. Edison will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Local 713 states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose a representative to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL STOP enforcing our collective-bargaining agreement with Edison.

WE WILL NOT charge you union dues or other fees under our collective-bargaining agreement with Edison.

WE WILL NOT accept recognition as your union from Edison or any other employer at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective-bargaining agreement with Edison or any other employer if we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL reimburse you all union dues and other fees you paid under Local 713's contract with Edison.

WE WILL accept Edison's withdrawal of recognition of Local 713 as the union representing Edison's home health aides, unless and until the National Labor Relations Board certifies Local 713 to be your union.

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

The Board's decision can be found at www.nlrb.gov/case/29-CA-208111 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

APPENDIX D – Edison Notice

NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

Local 713 is No Longer Your Union at Edison

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Edison Home Health Care of New York and Local 713, International Brotherhood of Trade Unions. In that agreement, Edison and Local 713 agreed that Edison no longer recognizes Local 713 as the union representing Edison's home health aides. The collective-bargaining agreement Local 713 and Edison signed is no longer in effect. Edison will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Edison states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose a representative to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT recognize Local 713 as your union unless and until the National Labor Relations Board certifies Local 713 to be your union.

WE WILL NOT deduct union dues and fees from your wages and send that money to Local 713 pursuant to our collective-bargaining agreement with Local 713.

WE WILL NOT in any other way give effect to our collective-bargaining agreement with Local 713.

WE WILL NOT recognize Local 713 or any other union at a time when that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective-bargaining agreement with Local 713 or any other union if that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL withdraw recognition of Local 713 as the union representing Edison's home health aides for the purpose of collective bargaining.

NAE EDISON LLC D/B/A EDISON HOME HEALTH CARE

The Board's decision can be found at www.nlr.gov/case/29-CA-208111 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



NOTICE TO EMPLOYEES



POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD AN AGENCY OF THE UNITED STATES GOVERNMENT

Local 713 is No Longer Your Union at Preferred

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Preferred Home Care of New York and Local 713, International Brotherhood of Trade Unions. In that agreement, Preferred and Local 713 agreed that Preferred no longer recognizes Local 713 as the union representing Preferred's home health aides. The collective-bargaining agreement Local 713 and Preferred signed is no longer in effect. Preferred will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Preferred states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose a representative to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT recognize Local 713 as your union unless and until the National Labor Relations Board certifies Local 713 to be your union.

WE WILL NOT deduct union dues and fees from your wages and send that money to Local 713 pursuant to our collective-bargaining agreement with Local 713.

WE WILL NOT in any other way give effect to our collective-bargaining agreement with Local 713.

WE WILL NOT recognize Local 713 or any other union at a time when that union does not represent an uncoerced majority of employees in an appropriate unit.

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (844) 762-NLRB (6572).

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER,

Two Metrotech Center, Suite 5100
Brooklyn, NY 11201

Telephone No: 718-330-7713
Hours of Operation: 9:00 am to 5:30 pm



NOTICE TO EMPLOYEES



**POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD**
AN AGENCY OF THE UNITED STATES GOVERNMENT

WE WILL NOT sign a collective-bargaining agreement with Local 713 or any other union if that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL withdraw recognition of Local 713 as the union representing Preferred's home health aides for the purpose of collective bargaining.

PREFERRED HOME CARE OF NEW YORK
(Employer)

Dated: 7-2-18 By:  EDO
(Representative) (Title)

The Board's decision can be found at www.nlr.gov/case/29-CA-208111 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E.; Washington, D.C. 20570, or by calling (202) 273-1940.

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Brooklyn, NY 11201

Telephone No: 718-330-7713
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NOTICE TO EMPLOYEES



POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD AN AGENCY OF THE UNITED STATES GOVERNMENT

Local 713 is No Longer Your Union at Preferred

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Preferred Home Care of New York and Local 713, International Brotherhood of Trade Unions. In that agreement, Preferred and Local 713 agreed that Preferred no longer recognizes Local 713 as the union representing Preferred's home health aides. The collective-bargaining agreement Local 713 and Preferred signed is no longer in effect. Preferred will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Preferred states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose a representative to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT recognize Local 713 as your union unless and until the National Labor Relations Board certifies Local 713 to be your union.

WE WILL NOT deduct union dues and fees from your wages and send that money to Local 713 pursuant to our collective-bargaining agreement with Local 713.

WE WILL NOT in any other way give effect to our collective-bargaining agreement with Local 713.

WE WILL NOT recognize Local 713 or any other union at a time when that union does not represent an uncoerced majority of employees in an appropriate unit.

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (844) 762-NLRB (6572).

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Brooklyn, NY 11201

Telephone No: 718-330-7713
Hours of Operation: 9:00 am to 5:30 pm



NOTICE TO EMPLOYEES

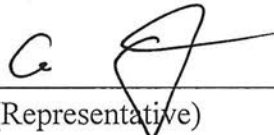


**POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD**
AN AGENCY OF THE UNITED STATES GOVERNMENT

WE WILL NOT sign a collective-bargaining agreement with Local 713 or any other union if that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL withdraw recognition of Local 713 as the union representing Preferred's home health aides for the purpose of collective bargaining.

PREFERRED HOME CARE OF NEW YORK
(Employer)

Dated: 7-3-18 By:  EDO
(Representative) (Title)

The Board's decision can be found at www.nlr.gov/case/29-CA-208111 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E.; Washington, D.C. 20570, or by calling (202) 273-1940.

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Two Metrotech Center, Suite 5100
Brooklyn, NY 11201

Telephone No: 718-330-7713
Hours of Operation: 9:00 am to 5:30 pm



NOTICE TO EMPLOYEES



POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

Local 713 is No Longer Your Union at Edison

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Edison Home Health Care of New York and Local 713, International Brotherhood of Trade Unions. In that agreement, Edison and Local 713 agreed that Edison no longer recognizes Local 713 as the union representing Edison's home health aides. The collective-bargaining agreement Local 713 and Edison signed is no longer in effect. Edison will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Edison states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose a representative to bargain with us on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities.

WE WILL NOT recognize Local 713 as your union unless and until the National Labor Relations Board certifies Local 713 to be your union.

WE WILL NOT deduct union dues and fees from your wages and send that money to Local 713 pursuant to our collective-bargaining agreement with Local 713.

WE WILL NOT in any other way give effect to our collective-bargaining agreement with Local 713.

WE WILL NOT recognize Local 713 or any other union at a time when that union does not represent an uncoerced majority of employees in an appropriate unit.

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (844) 762-NLRB (6572).

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Two Metrotech Center, Suite 5100 Telephone No: 718-330-7713
Brooklyn, NY 11201

Hours of Operation: 9:00 am to 5:30 pm



NOTICE TO EMPLOYEES



**POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD**
AN AGENCY OF THE UNITED STATES GOVERNMENT

WE WILL NOT sign a collective-bargaining agreement with Local 713 or any other union if that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL withdraw recognition of Local 713 as the union representing Edison's home health aides for the purpose of collective bargaining.

NAE EDISON LLC D/B/A EDISON HOME HEALTH CARE
(Employer)

Dated: 7/5/18 By: Daniel Ellenbers Administrator
(Representative) (Title)

The Board's decision can be found at www.nlr.gov/case/29-CA-208111 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

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Two Metrotech Center, Suite 5100 Telephone No: 718-330-7713
Brooklyn, NY 11201 Hours of Operation: 9:00 am to 5:30 pm



NOTICE TO EMPLOYEES AND MEMBERS

POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT

Local 713 is No Longer Your Union at Edison

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Edison Home Health Care of New York and Local 713, International Brotherhood of Trade Unions. In that agreement, Edison and Local 713 agreed that Edison no longer recognizes Local 713 as the union representing Edison's home health aides. The collective-bargaining agreement Local 713 and Edison signed is no longer in effect. Edison will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Local 713 states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union
- Choose a representative to bargain with your employer on your behalf
- Act together with other employees for your benefit and protection
- Choose not to engage in any of these protected activities;

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL STOP enforcing our collective-bargaining agreement with Edison.

WE WILL NOT charge you union dues or other fees under our collective-bargaining agreement with Edison.

WE WILL NOT accept recognition as your union from Edison or any other employer at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign collective-bargaining agreement with Edison or any other employer if we do not represent an uncoerced majority of employees in an appropriate unit.

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (844) 762-NLRB (6572).

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Two Metrotech Center, Suite 5100
Brooklyn, NY 11201

Telephone No: 718-330-7713
Hours of Operation: 9:00 am to 5:30 pm



NOTICE TO EMPLOYEES AND MEMBERS

POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT

WE WILL reimburse you all union dues and other fees you paid under Local 713's contract with Edison.

WE WILL accept Edison's withdrawal of recognition of Local 713 as the union representing Edison's home health aides, unless and until the National Labor Relations Board certifies Local 713 to be your union.

LOCAL 713, INTERNATIONAL BROTHERHOOD OF TRADE UNIONS
(Labor Organization)

Dated: 7/10/19 By: [Signature] Secretary
(Representative) (Title)

The Board's decision can be found at www.nlr.gov/case/29-CA-208111 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

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Two Metrotech Center, Suite 5100
Brooklyn, NY 11201

Telephone No: 718-330-7713
Hours of Operation: 9:00 am to 5:30 pm



NOTICE TO EMPLOYEES AND MEMBERS

**POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD**

AN AGENCY OF THE UNITED STATES GOVERNMENT

Local 713 is No Longer Your Union at Preferred

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Preferred Home Care of New York and Local 713, International Brotherhood of Trade Unions. In that agreement, Preferred and Local 713 agreed that Preferred no longer recognizes Local 713 as the union representing Preferred's home health aides. The collective-bargaining agreement Local 713 and Preferred signed is no longer in effect. Preferred will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Local 713 states:

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- Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL STOP enforcing our collective-bargaining agreement with Preferred.

WE WILL NOT charge you union dues or other fees under our collective-bargaining agreement with Preferred.

WE WILL NOT accept recognition as your union from Preferred or any other employer at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective-bargaining agreement with Preferred or any other employer if we do not represent an uncoerced majority of employees in an appropriate unit.

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (844) 762-NLRB (6572).

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER.



NOTICE TO EMPLOYEES AND MEMBERS

POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD

AN AGENCY OF THE UNITED STATES GOVERNMENT

WE WILL reimburse you all union dues and other fees you paid under Local 713's contract with Preferred.

WE WILL accept Preferred's withdrawal of recognition of Local 713 as the union representing Preferred's home health aides, unless and until the National Labor Relations Board certifies Local 713 to be your union.

LOCAL 713, INTERNATIONAL BROTHERHOOD OF TRADE UNIONS

(Labor Organization)

Dated: 7/10/18

By: [Signature]
(Representative)

Secretary
(Title)

The Board's decision can be found at www.nlr.gov/case/29-CA-208111 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570; or by calling (202) 273-1940.

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (844) 762-NLRB (6572).

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER,

United States Court of Appeals

FOR THE
SECOND CIRCUIT

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 9th day of August, two thousand eighteen.

Present:

Rosemary S. Pooler,
Denny Chin,
Christopher F. Droney,
Circuit Judges.

NATIONAL LABOR RELATIONS BOARD

Petitioner

v.

PREFERRED HOME CARE OF NEW YORK,

and

NAE EDISON LLC D/B/A EDISON HOME
HEALTH CARE,

and

LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS

Respondents

:
:
:
:
: No. 18-1895
:
:
:
: Board Case Nos.:
: 29-CA-208111
: 29-CB-208114
: 29-CA-210276
: 29-CB-210277
:
:
:
:

JUDGMENT ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD

THIS CAUSE was submitted upon the application of the National Labor Relations Board for entry of a consent judgment against Respondents, Preferred

Home Care of New York, NAE Edison LLC d/b/a Edison Home Health Care, and Local 713, International Brotherhood of Trade Unions, their officers, agents, successors, assigns and representatives, enforcing its order dated June 14, 2018, in Case Nos. 29-CA-208111, 29-CB-208114, 29-CA-210276 and 29-CB-210277, and upon the record in that proceeding, certified and filed in this Court enforcing the order.

ON CONSIDERATION WHEREOF, it is ordered and adjudged by the United States Court of Appeals for the Second Circuit that the order of the National Labor Relations Board be, and the same is hereby enforced; and that the Respondents, Preferred Home Care of New York, NAE Edison LLC d/b/a Edison Home Health Care, and Local 713, International Brotherhood of Trade Unions, their officers, agents, successors, assigns and representatives shall abide by and perform the directions of the Board set forth in its order (See Attached Order and Appendices).

Mandate shall issue forthwith.

FOR THE COURT:

Catherine O'Hagan Wolfe, Clerk

A circular official seal of the United States Court of Appeals for the Second Circuit is positioned over the signature. The seal features the text "UNITED STATES" at the top, "SECOND CIRCUIT" in the center, and "COURT OF APPEALS" at the bottom, with two stars on either side of the center text. The signature "Catherine O'Hagan Wolfe" is written in cursive across the seal.

NATIONAL LABOR RELATIONS BOARD

v.

PREFERRED HOME CARE OF NEW YORK,
NAE EDISON LLC D/B/A EDISON HOME HEALTH CARE, AND
LOCAL 713, INTERNATIONAL BROTHERHOOD OF TRADE UNIONS

ORDER

Respondent Local 713, International Brotherhood of Trade Unions, Garden City, New York, its officers, agents, and representatives, shall:

1. Cease and desist from restraining and coercing employees in the exercise of their Section 7 rights, including:
 - (a) Representing employees of Respondent Edison and Respondent Preferred for the purpose of collective bargaining, unless and until Respondent Local 713 has been certified by the National Labor Relations Board as the exclusive collective-bargaining representative of those employees.
 - (b) Accepting recognition from any employer, including Respondent Preferred and Respondent Edison, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.
 - (c) Executing or giving effect to a collective-bargaining agreement with any employer, including Respondent Preferred and Respondent Edison, including agreements containing a union security clause requiring membership in Respondent Local 713 as a condition of employment, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.
 - (d) Causing or attempting to cause any employer, including Respondent Edison or Respondent Preferred, to discriminate against any employees in regard to their hire or tenure of employment, or any term or condition of employment, in violation of Section 8(a)(3) of the Act, as amended, by conditioning employment on signing a Local 713 membership application.
 - (e) Any and all activity in furtherance of being or becoming the exclusive collective-bargaining representative of Respondent Edison's employees or of Respondent Preferred's employees, including enforcing collective-

- bargaining agreements, soliciting union authorization cards from Respondent Edison or Respondent Preferred employees, and discussing the benefits of membership in Local 713 with any of the Respondents' employees, for the six-month period following the Regional Director of Region 29's approval of this Stipulation.
- (f) Using any Local 713 International Brotherhood of Trade Unions membership cards, which were signed on or before the date that the Board approves this Stipulation, in an effort to seek certification by the National Labor Relations Board as the exclusive collective-bargaining representative of any Respondent Edison or Respondent Preferred employees for the purpose of collective bargaining.
 - (g) Seeking certification by the National Labor Relations Board as the exclusive representative of any Respondent Preferred or Respondent Edison employees for the purpose of collective bargaining for the six-month period following the Regional Director of Region 29's approval of this Stipulation.
 - (h) In any other manner restraining or coercing employees of Respondent Preferred, Respondent Edison, or any other employer in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) After the Board approves this Stipulation, Region 29 will notify Respondent Local 713 of the amounts due. Within 14 days of notification from Region 29 of the amounts due, Respondent Local 713 shall print and deliver checks to Region 29 which reimburse all present and former employees for all dues, initiation fees, and other money paid by employees or withheld from employees pursuant to the April 2017 collective-bargaining agreements between Respondent Local 713 and Respondent Edison and Respondent Preferred. Respondent Local 713 shall also pay the interest on those reimbursements, pursuant to the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010). Region 29 will distribute the checks to the employees.

- (b) Accept Respondent Preferred's withdrawal of recognition of Respondent Local 713 as the exclusive collective-bargaining representative of Respondent Preferred's regular full-time and part-time home healthcare aides.
- (c) Accept Respondent Edison's withdrawal of recognition of Respondent Local 713 as the exclusive collective-bargaining representative of Respondent Edison's regular full-time and part-time home healthcare aides.
- (d) Within 14 days of service by the Region, post at its facility, located at 400 Garden City Plaza, Suite 106, Garden City, NY 11530, copies of the attached notices marked "Appendix A and C," in the languages that the Regional Director deems appropriate. Copies of the notices, on forms provided by Region 29, after being signed by Respondent Local 713's authorized representative, shall be posted by Respondent Local 713 and maintained for 60 consecutive days in conspicuous places, including all places where notices to members and employees are customarily posted. If Respondent Local 713 communicated with the employees of Respondent Preferred or Respondent Edison in any other manner, Respondent Local 713 will also send the notices to the employees in that manner.
- (e) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Respondent Preferred, Brooklyn, New York, its officers, successors, agents, and assigns, shall:

1. Cease and desist from rendering assistance and support to Respondent Local 713, including:
 - (a) Recognizing Respondent Local 713 as the representative of any of its employees for the purpose of dealing with Respondent Preferred concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other terms and conditions of employment, unless and until Respondent Local 713 has been certified by the National Labor Relations Board as the exclusive representative of those employees.
 - (b) Maintaining or giving any force or effect to any collective-bargaining agreement with Respondent Local 713, including any union security

- and/or dues check off provisions, unless and until Respondent Local 713 is duly certified by the Board as the exclusive collective-bargaining representative of a unit of Respondent Preferred's employees, *provided that* nothing in the Order shall permit the withdrawal or elimination of any wage increase or other benefits, terms, or conditions of employment which may have been established pursuant to the performance of that agreement and that the Ordered cessation shall be without prejudice to the insurance coverage provided in those agreements.
- (c) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) To the extent not already provided to the Region or to Respondent Local 713, within 14 days of signing this Stipulation, Respondent Preferred shall provide payroll documents, dues remittance reports, and other information to the Regional Director of Region 29 and to Respondent Local 713 showing all union dues, initiation fees, and any other money Respondent Preferred deducted from its employees since July 1, 2017, pursuant to Respondent Preferred's collective-bargaining agreement with Respondent Local 713.
 - (b) Within 14 days of the Regional Director's approval of this Stipulation, Respondent Preferred shall provide a list to the Regional Director of Region 29 of the most current names, addresses, phone numbers, and social security numbers in Respondent Preferred's possession of all current and former employees receiving reimbursement of Local 713 dues and fees pursuant to this Stipulation. This list must be in a Microsoft Excel document.
 - (c) The parties agree that Respondent Local 713 is primarily liable for the reimbursement of Respondent Preferred's employees for dues, initiation fees, and other money the employees paid pursuant to the collective-bargaining agreement. Respondent Preferred assumes joint and several liability for making the employees whole, including daily compounded

interest, only after Respondent Local 713 defaults on this agreement. As described in this Stipulation, Respondent Local 713 must make the employees whole within 14 days of notice from Region 29 of the amounts due. If Respondent Local 713 does not meet that 14-day deadline, Region 29 will send an additional notice to Respondent Local 713, informing Respondent Local 713 of its failure to pay and demanding payment to the employees. Respondent Local 713 will be in default, and Respondent Preferred will assume joint and several liability, only if Respondent Local 713 fails to pay within 21 days of receiving that additional notice from Region 29.

- (d) Withdraw all recognition from Respondent Local 713 as representative of any of its employees for the purpose of dealing with Respondent Preferred with respect to grievances, labor disputes, wages, rates of pay, hours of employment, and other conditions of employment.
- (e) Within 7 days of the Regional Director's approval of this agreement, Respondent Preferred shall post an audio notice for all employees to hear on the Santrax telephone call-in system. The notice will be in the same languages with which the Santrax system communicates to Respondent Preferred's employees. The contents of the notice will be, translated appropriately, "Attention employees: Local 713 is no longer your union. All employees will receive a letter in the mail soon with more information." The notice will remain on the Santrax system for no less than two weeks.
- (f) Within 14 days of service by the Region, post at all of its New York City facilities copies of the attached notices marked "Appendix A" and "Appendix B." Copies of the notices, on forms provided by Region 29, after being signed by Respondent Preferred's authorized representative and Respondent Local 713's authorized representative, respectively, shall be posted by Respondent Preferred and maintained for 60 consecutive days in conspicuous places, including every room where Respondent Preferred conducts an in-service training for the 60 days following service by the Region. In addition to physical posting of paper notices, Respondent Preferred shall duplicate and mail, at its own expense, a copy of the notices marked "Appendix A" and "Appendix B" to all current employees and former employees employed by Respondent Preferred at any time since July 1, 2017. Respondent Preferred will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. Respondent Preferred agrees to post and mail notices

translated by the Region in all languages deemed appropriate by the Regional Director.

- (g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent Preferred has taken to comply.

Respondent Edison, Brooklyn, New York, its officers, successors, agents, and assigns, shall:

1. Cease and desist from rendering assistance and support to Respondent Local 713, including:
 - (a) Recognizing Respondent Local 713 as the representative of any of its employees for the purpose of dealing with Respondent Edison concerning grievances, labor disputes, wages, rates of pay, hours of employment, or other terms and conditions of employment.
 - (b) Maintaining or giving any force or effect to any collective-bargaining agreement with Respondent Local 713, including any union security and/or dues check off provisions, unless and until Respondent Local 713 is duly certified by the Board as the exclusive collective-bargaining representative of a unit of Respondent Edison's employees, *provided that* nothing in the Order shall permit the withdrawal or elimination of any wage increase or other benefits, terms, or conditions of employment which may have been established pursuant to the performance of that agreement and that the Ordered cessation shall be without prejudice to the insurance coverage provided in those agreements.
 - (c) In any other manner interfering with, restraining, or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
 - (a) To the extent not already provided to the Region or to Respondent Local 713, within 14 days of signing this Stipulation, Respondent Edison shall provide payroll documents, dues remittance reports, and other

- information to the Regional Director of Region 29 and to Respondent Local 713 showing all union dues, initiation fees, and any other money Respondent Edison deducted from its employees since July 1, 2017, pursuant to Respondent Edison's collective-bargaining agreement with Respondent Local 713.
- (b) Within 14 days of the Regional Director's approval of this Stipulation, Respondent Edison shall provide a list to the Regional Director of Region 29 of the most current names, addresses, phone numbers, and social security numbers in Respondent Edison's possession of all current and former employees receiving reimbursement of Local 713 dues and fees pursuant to this Stipulation. This list must be in a Microsoft Excel document.
 - (c) The parties agree that Respondent Local 713 is primarily liable for the reimbursement of Respondent Edison's employees for dues, initiation fees, and other money the employees paid pursuant to the collective-bargaining agreement. Respondent Edison assumes joint and several liability for making the employees whole, including daily compounded interest, only after Respondent Local 713 defaults on this agreement. As described in this Stipulation, Respondent Local 713 must make the employees whole within 14 days of notice from Region 29 of the amounts due. If Respondent Local 713 does not meet that 14-day deadline, Region 29 will send an additional notice to Respondent Local 713, informing Respondent Local 713 of its failure to pay and demanding payment to the employees. Respondent Local 713 will be in default, and Respondent Edison will assume joint and several liability, only if Respondent Local 713 fails to pay within 21 days of receiving that additional notice from Region 29.
 - (d) Withdraw all recognition from Respondent Local 713 as representative of any of its employees for the purpose of dealing with Respondent Edison with respect to grievances, labor disputes, wages, rates of pay, hours of employment, and other conditions of employment, unless and until Respondent Local 713 has been certified by the National Labor Relations Board as such representative.
 - (e) Within 7 days of the Regional Director's approval of this agreement, Respondent Edison shall post an audio notice for all employees to hear on the Santrax telephone call-in system. The notice will be in the same languages with which the Santrax system communicates to Respondent

Edison's employees. The contents of the notice will be, translated appropriately, "Attention employees: Local 713 is no longer your union. All employees will receive a letter in the mail soon with more information." The notice will remain on the Santrax system for no less than two weeks.

- (f) Within 14 days of service by the Region, post at all of its New York City facilities copies of the attached notices marked "Appendix C" and "Appendix D." Copies of the notices, on forms provided by Region 29, after being signed by Respondent Edison's authorized representative and Respondent Local 713's authorized representative, respectively, shall be posted by Respondent Edison and maintained for 60 consecutive days in conspicuous places, including every room where Respondent Edison conducts an in-service training for the 60 days following service by the Region. In addition to physical posting of paper notices, Respondent Edison shall duplicate and mail, at its own expense, a copy of the notices marked "Appendix C" and "Appendix D" to all current employees and former employees employed by Respondent Edison at any time since July 1, 2017. Respondent Edison will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. Respondent Edison agrees to post and mail notices translated by the Region in all languages deemed appropriate by the Regional Director.
- (g) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent Edison has taken to comply.

APPENDIX A – Local 713 Notice for Preferred Employees

**NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS**

Local 713 is No Longer Your Union at Preferred

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Preferred Home Care of New York and Local 713, International Brotherhood of Trade Unions. In that agreement, Preferred and Local 713 agreed that Preferred no longer recognizes Local 713 as the union representing Preferred's home health aides. The collective-bargaining agreement Local 713 and Preferred signed is no longer in effect. Preferred will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Local 713 states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative to bargain with your employer on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL STOP enforcing our collective-bargaining agreement with Preferred.

WE WILL NOT charge you union dues or other fees under our collective-bargaining agreement with Preferred.

WE WILL NOT accept recognition as your union from Preferred or any other employer at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective-bargaining agreement with Preferred or any other employer if we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL reimburse you all union dues and other fees you paid under Local 713's contract with Preferred.

WE WILL accept Preferred's withdrawal of recognition of Local 713 as the union representing Preferred's home health aides, unless and until the National Labor Relations Board certifies Local 713 to be your union.

**LOCAL 713, INTERNATIONAL
BROTHERHOOD OF TRADE UNIONS**

The Board's decision can be found at www.nlr.gov/case/29-CA-208111 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

APPENDIX B – Preferred Notice

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS**

Local 713 is No Longer Your Union at Preferred

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Preferred Home Care of New York and Local 713, International Brotherhood of Trade Unions. In that agreement, Preferred and Local 713 agreed that Preferred no longer recognizes Local 713 as the union representing Preferred's home health aides. The collective-bargaining agreement Local 713 and Preferred signed is no longer in effect. Preferred will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Preferred states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT recognize Local 713 as your union unless and until the National Labor Relations Board certifies Local 713 to be your union.

WE WILL NOT deduct union dues and fees from your wages and send that money to Local 713 pursuant to our collective-bargaining agreement with Local 713.

WE WILL NOT in any other way give effect to our collective-bargaining agreement with Local 713.

WE WILL NOT recognize Local 713 or any other union at a time when that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective-bargaining agreement with Local 713 or any other union if that union does not represent an uncoerced majority of employees in an appropriate unit.

WE WILL withdraw recognition of Local 713 as the union representing Preferred's home health aides for the purpose of collective bargaining.

PREFERRED HOME CARE OF NEW YORK

The Board's decision can be found at www.nlr.gov/case/29-CA-208111 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

APPENDIX C – Local 713 Notice for Edison Employees

**NOTICE TO MEMBERS
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS**

Local 713 is No Longer Your Union at Edison

Based on unfair labor practice charges filed by 1199SEIU, the National Labor Relations Board and 1199SEIU entered into a settlement agreement with Edison Home Health Care of New York and Local 713, International Brotherhood of Trade Unions. In that agreement, Edison and Local 713 agreed that Edison no longer recognizes Local 713 as the union representing Edison's home health aides. The collective-bargaining agreement Local 713 and Edison signed is no longer in effect. Edison will no longer take Local 713 union dues out of your paycheck. Pursuant to that agreement, Local 713 states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union

Choose a representative to bargain with your employer on your behalf

Act together with other employees for your benefit and protection

Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL STOP enforcing our collective-bargaining agreement with Edison.

WE WILL NOT charge you union dues or other fees under our collective-bargaining agreement with Edison.

WE WILL NOT accept recognition as your union from Edison or any other employer at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective-bargaining agreement with Edison or any other employer if we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL reimburse you all union dues and other fees you paid under Local 713's contract with Edison.

WE WILL accept Edison's withdrawal of recognition of Local 713 as the union representing Edison's home health aides, unless and until the National Labor Relations Board certifies Local 713 to be your union.

**LOCAL 713, INTERNATIONAL
BROTHERHOOD OF TRADE UNIONS**

The Board's decision can be found at www.nlr.gov/case/29-CA-208111 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

**PLATINUM AMENITY SERVICES LTD
Respondent**

**Case Nos. 29-CA-218179
29-CA-220390
29-CA-224007**

and

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 32BJ**

Charging Party

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

Case No. 29-CB-220367

Respondent

and

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 32BJ**

Charging Party

**ORDER FURTHER CONSOLIDATING CASES, AMENDED CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

On July 31, 2018, an Order Consolidating Cases; Consolidated Complaint and Notice of Hearing issued in Case Nos. 29-CA-218179 and 29-CA-220390, alleging that Platinum Amenity Services LTD (“Respondent Platinum”), engaged in certain unfair labor practices affecting commerce as set forth in the National Labor Relations Act (the “Act”), 29 U.S.C. § 151 et seq.

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the “Board”) and to avoid unnecessary costs or delay, **IT IS ORDERED THAT** Case No. 29-CA-218179, Case No. 29-CA-220390, and Case No. 29-CA-224027, which are based on charges filed by Service Employees International Union, Local 32BJ (“Charging Party”) against Respondent Platinum and Case No. 29-CB-220367, which is based on charges filed by the

Charging Party against Local 713, International Brotherhood of Trade Unions (“Respondent Local 713”), are further consolidated.

This Order Further Consolidating Cases, Amended Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the Act and Section 102.15 of the Board’s Rules and Regulations, and alleges that Respondent Platinum and Respondent Local 713 have violated the Act as described below.

1. (a) The charge in Case No. 29-CA-218179 was filed by the Charging Party on April 9, 2018, and a copy was served on Respondent Platinum by U.S. mail on April 10, 2018, and July 16, 2018.

(b) The first amended charge in Case No. 29-CA-218179 was filed by the Charging Party on May 14, 2018, and a copy was served on Respondent Platinum by U.S. mail on May 17, 2018 and July 16, 2018.

(c) The charge in Case No. 29-CA-220390 was filed by the Charging Party on May 14, 2018, and a copy was served on Respondent Platinum by U.S. mail on May 17, 2018.

(d) The charge in Case No. 29-CB-220367 was filed by the Charging Party on May 14, 2018, and a copy was served on Respondent Local 713 by U.S. mail on May 17, 2018 and July 17, 2018.

(e) The charge in Case No. 29-CA-224007 was filed by the Charging Party on July 19, 2018, and a copy was served on Respondent Platinum by U.S. mail on July 19, 2018.

2. At all material times, Respondent Platinum, a domestic corporation, with an office and place of business located at 1370 60th Street, Brooklyn, New York; (“Brooklyn Facility”) has been engaged in the business of providing building services to residential and commercial

buildings throughout the New York area, including to a residential building located at 42-12 28th Street, Long Island City, New York ("Tower 28").

3. During the past twelve-month period, which period is representative of its annual operations generally, Respondent Platinum, in the course and conduct of its business operations described above in paragraph 2, purchased and received goods and services at its Brooklyn Facility and at Tower 28, valued in excess of \$50,000 directly from suppliers located outside the State of New York.

4. At all material times, Respondent Platinum has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

5. At all material times, Local 32BJ has been a labor organization within the meaning of Section 2(5) of the Act.

6. At all material times, Respondent Local 713 has been a labor organization within the meaning of Section 2(5) of the Act.

7. At all material times, Hasani Jones has been a supervisor of Respondent Platinum within the meaning of Section 2(11) of the Act, and/or an agent of Respondent Platinum within the meaning of Section 2(13) of the Act.

8. Beginning in about October 2017, Respondent Platinum gave assistance and support to Respondent Local 713 by urging its employees to sign union membership and authorization cards for Respondent Local 713.

9. On October 24, 2017, Respondent Platinum granted recognition to Respondent Local 713, as the exclusive collective-bargaining representative of the following employees of Respondent (the "Unit"):

All full-time and regular part-time doormen, unarmed security guards and porters employed by the Employer [Platinum Amenity

Services] at 42-12 28th Street, Long Island City, New York, excluding all other employees, including, but not limited to, office clerical employees, managerial and professional employees and supervisors as defined in the National Labor Relations Act.

10. On November 1, 2017, Respondent Platinum and Respondent Local 713 entered into and have since maintained a collective-bargaining agreement, effective November 1, 2017, covering terms and conditions of employment of Unit employees, which contains a union security clause requiring membership in Respondent Local 713 as a condition of employment and began deducting union dues from employees' pay.

11. Respondent Platinum engaged in the conduct described above in paragraphs 8 through 10 at a time when Respondent Local 713 did not represent an uncoerced majority of the Unit employees.

12. On October 24, 2017, Respondent Local 713 accepted recognition from Respondent Platinum as described above in paragraph 9.

13. Respondent Local 713 engaged in the conduct described above in paragraphs 10 and 12 at a time when it did not represent an uncoerced majority of the Unit employees.

14. Respondent Platinum, by Supervisor Hasani Jones, at Tower 28:

(a) In or about April 2018, a more precise date being presently unknown, interrogated its employees about their support for and activities on behalf of Local 32BJ;

(b) In or about April 2018, a more precise date being presently unknown, threatened its employees with unspecified reprisals because employees signed and presented a letter to management in support of Local 32BJ;

(c) In or about April 2018, a more precise date being presently unknown, threatened its employees with suspension because employees signed and presented a letter to management in support of Local 32BJ.

(d) On or about June 27, 2018, surveilled employees by photographing them while the employees were engaged in a union demonstration.

15. (a) On or about April 5, 2018, Respondent Platinum discharged its employee Jonathan Morales.

(b) Since on or about April 5, 2018, Respondent Platinum has failed and refused to reinstate or offer to reinstate Jonathan Morales to his previous position.

16. Respondent Platinum engaged in the conduct described above in paragraph 15 because Jonathan Morales assisted Local 32BJ and engaged in concerted activities, and to discourage employees from engaging in these activities.

17. By the conduct described above in paragraphs 9 through 11, Respondent Platinum has been rendering unlawful assistance and support to a labor organization in violation of Section 8(a)(1) and (2) of the Act.

18. By the conduct described above in paragraph 14, Respondent Platinum has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

19. By the conduct described above in paragraphs 15 and 16, Respondent Platinum has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

20. By the conduct described above in paragraphs 10 and 12 Respondent Local 713 has been restraining and coercing employees in their exercise of the rights guaranteed in Section 7 of the Act, in violation of 8(b)(1)(A) of the Act.

21. By the conduct described above in paragraphs 10 and 12, Respondent Local 713 attempted to cause and caused Respondent Platinum to maintain an unlawful union security provision, in violation of 8(b)(2) of the Act.

22. The unfair labor practices of Respondent Platinum described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraphs 9, 11, 14, and 16 the General Counsel seeks an Order requiring that Respondent Platinum permit a Board Agent to read the Notice to Employees to unit employees during work-time as the Regional Director deems necessary in the three months following the Board Order.

In view of Respondent Local 713's extensive history of repeated unfair labor practice violations found by the Board and Courts, as well as the similarity of the prior violations to the unfair labor practices alleged above in paragraphs 10, 12, and 13, the General Counsel seeks an Order requiring Respondent Local 713 to cease and desists from engaging in the following conduct and from restraining and coercing employees in the exercise of their Section 7 rights:

(a) Representing employees of Respondent Platinum for the purpose of collective bargaining unless and until Respondent Local 713 has been certified by the National Labor Relations Board as the exclusive collective-bargaining representative of those employees.

(b) Accepting recognition from any employer, including Respondent Platinum at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit, and for a period of no less than twelve-months from the issuance of the Board Order.

(c) Executing or giving effect to a collective bargaining agreement with any employer, including Respondent Platinum, including agreements containing a union security

clause requiring membership in Respondent Local 713 as a condition of employment, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.

(d) Any and all activity in furtherance of being or becoming the exclusive collective bargaining representative of Respondent Platinum's employees including enforcing collective-bargaining agreements, soliciting union authorization cards from Respondent Platinum employees, and discussing the benefits of membership in Local 713 with any of Respondent Platinum employees, for the twelve-month period following the issuance of a Board Order.

(e) In any other manner restraining or coercing employees of Respondent Platinum, or any other employer in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations; it must file an answer to the Amended Consolidated Complaint. The answer must be **received by this office on or before November 14, 2018, or postmarked on or before November 13, 2018.** Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

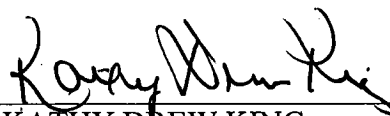
An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Amended Consolidated Complaint are true.

Any request for an extension of time to file an answer must, pursuant to Section 102.111(b) of the Board's Rules and Regulations, be filed by the close of business on **November 14, 2018**. The request must be in writing and addressed to the Regional Director of Region 29.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **November 27, 2018** at 9:30 a.m., in a fifth floor hearing room at Two MetroTech Center, Brooklyn, New York, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: October 31, 2018



KATHY DREW KING
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Attachments

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

PLATINUM AMENITY SERVICES LTD
Respondent

**Case Nos. 29-CA-218179
29-CA-220390
29-CA-224007**

and

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 32BJ**

Charging Party

**LOCAL 713, INTERNATIONAL BROTHERHOOD OF
TRADE UNIONS**

Respondent

and

Case No. 29-CB-220367

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 32BJ**

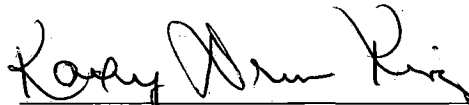
Charging Party

SEIU LOCAL 32BJ

ORDER RESCHEDULING HEARING

IT IS HEREBY ORDERED that the hearing in the above-entitled matter is rescheduled from November 27, 2018 at 9:30 AM to 9:30 AM on **November 29, 2018** at a Fifth Floor Hearing Room, Two Metro Tech Center, Suite 5100, Brooklyn, NY 11201-3838. The hearing will continue on consecutive days until concluded.

Dated: November 26, 2018



KATHY DREW KING
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
NEW YORK BRANCH OFFICE**

PLATINUM AMENITY SERVICES LTD

and

Case Nos. 29-CA-218179, et al.

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 32BJ**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

and

Case No. 29-CB-220367

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 32BJ**

**ORDER DENYING RESPONDENT LOCAL 713'S
MOTION FOR A BILL OF PARTICULARS**

The Amended Consolidated Complaint in the above matter, issued on October 31, 2018, alleges that Respondent Platinum Amenity Services LTD (Platinum) violated Sections 8(a)(1) and (2) of the Act by granting recognition, entering into, and maintaining a collective bargaining agreement with Respondent Local 713, International Brotherhood of Trade Unions (Local 713) at a time when Local 713 did not represent an uncoerced majority of the bargaining unit employees. The Complaint further alleges that on April 5, 2018, Platinum discharged an employee in retaliation for his support for and activities on behalf of Charging Party Service Employees International Union, Local 32BJ (Local 32BJ), in violation of Sections 8(a)(1) and (3). The Complaint alleges that Platinum violated Section 8(a)(1) by interrogating employees, threatening employees with suspension and unspecified reprisals, and engaging in surveillance. Finally, the Complaint alleges that Local 713 violated Sections 8(b)(1)(A) and 8(b)(2) by accepting recognition from Platinum, and by entering into and maintaining a collective bargaining agreement, when it did not enjoy uncoerced majority support. Local 713 filed an Answer denying the Complaint's material allegations.

On November 16, 2018, Local 713 filed a Motion for a Bill of Particulars with respect to the Complaint's allegations that Local 713 violated the Act by accepting unlawful assistance from Platinum. On November 20, 2018, Counsel for the General Counsel (General Counsel) filed an Opposition. The pertinent allegations of the Complaint are as follows:

8. Beginning in about October 2017, Respondent Platinum gave assistance and support to Respondent Local 713 by urging its employees to sign union membership and authorization cards for Respondent Local 713.

9. On October 24, 2017, Respondent Platinum granted recognition to Respondent Local 713, as the exclusive collective bargaining representative of the following employees of Respondent (the "Unit"):

10. On November 1, 2017, Respondent Platinum and Respondent Local 713 entered into and have since maintained a collective bargaining agreement, effective November 1, 2017, covering terms and conditions of employment of Unit employees, which contains a union security clause requiring membership in Respondent Local 713 as a condition of employment and began deducting dues from employees' pay.

12. On October 24, 2017, Respondent Local 713 accepted recognition from Respondent Platinum as described above in paragraph 9.

13. Respondent Local 713 engaged in the conduct described above in paragraphs 10 and 12 at a time when it did not represent an uncoerced majority of the Unit employees.

20. By the conduct described above in paragraphs 10 and 12 Respondent Local 713 has been restraining and coercing employees in their exercise of the rights guaranteed in Section 7 of the Act, in violation of Section 8(b)(1)(A) of the Act.

21. By the conduct described above in paragraphs 10 and 12, Respondent Local 713 has attempted to cause and caused Respondent Platinum to maintain an unlawful union security provision, in violation of 8(b)(2) of the Act.

Local 713 contends that paragraph 8 of the Complaint, which states that Platinum gave assistance and support to Local 713 by "urging its employees to sign union membership and authorization cards" in October 2017 is insufficient pursuant to NLRB Rules and Regulations, Section 102.15(b). Local 713 contends that an order should issue requiring that General Counsel provide a Bill of Particulars with respect to paragraph 8, or striking paragraph 8 entirely. General Counsel contends that Section

102.15(b) applies only to allegations stating violations of the Act, as opposed to allegations which provide “background and context” to unlawful conduct. General Counsel further argues that the allegations meet the Board’s pleading standards, that Local 713 seeks impermissible discovery, and that Local 713’s filing of an Answer demonstrates the Complaint’s allegations were sufficient to formulate a response.

It is well-settled that a complaint under the Board’s standards need not have the particularity of an indictment or a pleading filed under the Federal Rules of Civil Procedure. For many years, the Board and the courts have adhered to the principle, “All that is required of a valid complaint before the Board is a plain statement of the facts claimed to constitute an unfair labor practice.” *North American Rockwell Corp. v. NLRB*, 389 F.2d 866, 871 (10th Cir. 1968); see also *Artesia Ready Mix Concrete, Inc.*, 339 NLRB 1224, 1226 (2003). General Counsel is not required to plead their evidence, or to “describe in the complaint the legal theory relied on” in order to establish a violation. *McDonald’s USA, LLC*, 362 NLRB No. 168 at p. 1 (2015), citing *North American Rockwell Corp.*, 389 F.2d at 871; *Davis Supermarkets, Inc. v. NLRB*, 2 F.3d 1162, 1169 (D.C. Cir. 1993) and *Pergament United Sales, Inc. v. NLRB*, 920 F.2d 130, 135 (2d Cir. 1990). Therefore, a bill of particulars is warranted “only when the complaint is so vague that the party charged is unable to meet the General Counsel’s case.” *McDonald’s USA, LLC*, 362 NLRB No. 168 at p. 1, citing *North American Rockwell Corp.*, 389 F.2d at 871. Section 102.15(b) requires only that a complaint contain “a clear and concise description of the acts which are claimed to constitute unfair labor practices, including, where known, the approximate dates and places of such acts and the names of respondent’s agents or other representatives by whom committed.” So long as Respondent is informed of “the nature of the violations charged, the manner by which Respondent had engaged in unfair labor practices, and the approximate times and places at which such acts had been committed,” the pleading is adequate. *Walsh-Lumpkin Wholesale Drug Co.*, 129 NLRB 294, 295 (1960); see also *Dal-Tex Optical Company*, 130 NLRB 1313, 1314, n. 1 (1961).

As General Counsel contends, the conduct described in paragraph 8 of the Complaint is not alleged to constitute an unfair labor practice on the part of either Local 713 or Platinum. Paragraphs 20 and 21 of the Complaint allege that Local 713 violated Sections 8(b)(1)(A) and 8(b)(2) via the conduct described in paragraphs 10 and 12 – by accepting recognition and by entering into and maintaining a collective bargaining agreement with Platinum.¹ Paragraph 13 alleges that Local 713 did so at a time when it did not represent an uncoerced majority of the bargaining unit employees. Thus, the material in paragraph 8, stating that Platinum gave assistance and support to Local 713 by urging employees to sign Local 713 membership and authorization cards in October 2017, functions solely as background, and is not alleged as a violation. As a result, I find that ordering the production of a Bill of Particulars would in effect require pre-trial discovery to which parties are not entitled in the context of a Board proceeding. See,

¹ Paragraph 17 of the Complaint alleges that Platinum unlawfully assisted and supported a labor organization by recognizing, entering into, and maintaining a collective bargaining agreement with Local 713 at a time when Local 713 did not represent an uncoerced majority of the bargaining unit employees, in violation of Sections 8(a)(1) and (2).

e.g., *Offshore Mariners United*, 338 NLRB 745, 746-747 (2002) (citations omitted) (long-standing Board policy prohibiting pre-trial discovery acknowledged and approved by the federal Courts of Appeal as precluding unnecessary proceedings and appropriate given the unique issues involved in labor litigation).

For all of the foregoing reasons, Local 713's Motion for a Bill of Particulars is denied.

Dated: November 28, 2018
New York, New York

A handwritten signature in black ink, appearing to read "Lauren Esposito", written in a cursive style.

Lauren Esposito
Administrative Law Judge

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

PLATINUM AMENITY SERVICES LTD
Respondent

**Case Nos. 29-CA-218179
29-CA-220390
29-CA-224007**

and

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 32BJ**
Charging Party

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**
Respondent

and

Case No. 29-CB-220367

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 32BJ**
Charging Party

Order Severing Cases

On July 31, 2018, the Regional Director of Region 29 issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing in Case Nos. 29-CA-218179 and 29-CA-220390, involving charges filed by Service Employees International Union, Local 32BJ ("Charging Party") alleging that Respondent Platinum Amenity Services LTD engaged in certain unfair labor practices in violation of the National Labor Relations Act (the "Act"), 29 U.S.C. § 151 et seq.

On October 31, 2018, the Regional Director of Region 29 issued an Order Further Consolidating Cases, Amended Consolidated Complaint and Notice of Hearing consolidating Case

Nos. 29-CA-218179, 29-CA-220390, and 29-CA-224027, which were based on charges filed by the Charging Party against Respondent Platinum, and Case No. 29-CB-220367, which was based on charges filed by the Charging Party against Respondent Local 713, International Brotherhood of Trade Unions. The Regional Director scheduled the hearing in these matters for November 27, 2018.

On November 26, 2018, the Regional Director of Region 29 issued an Order Rescheduling Hearing to November 29, 2018.

On November 28, 2018, Respondent Platinum entered into an Informal Settlement Agreement with the Charging Party, and the Regional Director settling the allegations raised the Complaint in Case Nos. 29-CA-218179, 29-CA-220390, and 29-CA-224027. On November 28, 2018, Respondent Local 713 entered into a Formal Settlement Agreement with the Charging Party, and the Regional Director settling the allegations raised in the Complaint in Case No. 29-CB-220367.

Accordingly, **IT IS HERE BY ORDERED** that Case Nos. 29-CA-218179, 29-CA-220390, and 29-CA-224027 are severed from Case No. 29-CB-220367.

Dated: November 28, 2018

A handwritten signature in black ink, appearing to read "Teresa Poor", is written over a horizontal line.

TERESA POOR
ACTING REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS (PLATINUM AMENITY
SERVICES LTD)**

Case No. 29-CB-228367

Respondent

and

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 32BJ**

Charging Party

FORMAL SETTLEMENT STIPULATION

I. INTRODUCTION

Through this formal settlement Stipulation, the undersigned parties to this proceeding agree that, upon approval of this Stipulation by the National Labor Relations Board (the "Board"), a Board Order in conformity with the terms of the Stipulation will issue and a court judgment enforcing the Order will be entered. The Parties agree to the following:

II. JURISDICTION

1. (a) At all material times, Platinum Amenity Services LTD ("Platinum"), a domestic corporation, with an office and place of business located at 1370 60th Street, Brooklyn, New York, ("Brooklyn Facility") has been engaged in the business of providing building services to residential and commercial buildings throughout the New York City area, including to a residential building located at 42-12 28th Street, Long Island City, New York ("Tower 28").

(b) During the past twelve-month period, which period is representative of its annual operations generally, Platinum, in the course and conduct of its business operations described above in paragraph 1(a), purchased and received goods and services at its Brooklyn Facility and at Tower 28, valued in excess of \$50,000 directly from suppliers located outside the State of New York.

(c) At all material times, Platinum has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

III. LABOR ORGANIZATION STATUS

1. At all material times, Local 713, International Brotherhood of Trade Unions (Respondent Local 713) has been a labor organization within the meaning of Section 2(5) of the Act.

2. At all material times, Service Employees International Union, Local 32BJ ("Charging Party" or "Local 32BJ") has been a labor organization within the meaning of Section 2(5) of the Act.

IV. PROCEDURAL MATTERS

1. Filing and Receipt of Charges

The followings charges were filed by the Charging Party:

(a) The charge in Case No. 29-CA-218179 was filed by the Charging Party on April 9, 2018, and a copy was served on Platinum by U.S. mail on April 10, 2018, and July 16, 2018.

(b) The first amended charge in Case No. 29-CA-218179 was filed by the Charging Party on May 14, 2018, and a copy was served on Platinum by U.S. mail on May 17, 2018 and July 16, 2018.

(c) The charge in Case No. 29-CA-220390 was filed by the Charging Party on May 14, 2018, and a copy was served on Platinum by U.S. mail on May 17, 2018.

(d) The charge in Case No. 29-CB-220367 was filed by the Charging Party on May 14, 2018, and a copy was served on Respondent Local 713 by U.S. mail on May 17, 2018 and July 17, 2018.

(e) The charge in Case No. 29-CA-224007 was filed by the Charging Party on July 19, 2018, and a copy was served on Platinum by U.S. mail on July 19, 2018.

2. Issuance of Complaint

(a) On July 31, 2018, Regional Director for Region 29 of the Board issued an Order Consolidating Cases, Consolidated Complaint and Notice of Hearing (the "Consolidated Complaint") which named Respondent Local 713 as a party in interest, based on the charges in Case Nos. 29-CA-218179 and 29-CA-220390.

(b) A true copy of the Consolidated Complaint was duly served by certified mail upon Respondent on July 31, 2018 receipt of which is hereby acknowledged by all parties.

(c) On October 31, 2018, the Regional Director for Region 29 of the Board issued an Order Further Consolidating Cases, Amended Consolidated Complaint and Notice of Hearing (the "Amended Consolidated Complaint"), which named Local 713 as a respondent, based on charges in Case Nos. 29-CA-218179, 29-CA-220390, 29-CA-224007 and 29-CB-220367.

(d) A true copy of the Amended Consolidated Complaint was duly served by certified mail upon Respondent on October 31, 2018 receipt of which is hereby acknowledged by all parties.

3. Settlement of Certain Unfair Labor Practice Allegations:

(a) On November 27, 2018, Platinum, the Charging Party and the Regional Director of Region 29 entered into an informal settlement agreement settling all the unfair labor practice allegations in the Amended Consolidated Complaint against Platinum in Case Nos. 29-CA-218179, 29-CA-220390, 29-CA-224007. Respondent Local 713 was not a party to that informal settlement agreement.

4. Withdrawal of Answer: By entering into this Stipulation, Respondent Local 713 hereby withdraws its November 14, 2018, Answer to the Amended Consolidated Complaint.

5. Waiver: By entering into this Stipulation, Respondent Local 713 waives the following with regard to the allegations in the Amended Consolidated Complaint: (a) the filing of an answer; (b) an administrative hearing; (c) an administrative law judge's decision; (d) the filing of exceptions and briefs; (e) oral arguments before the Board; (f) the making of findings of fact or conclusions of law by the Board; and (g) all further and other proceedings to which the parties might be entitled under the Act or the Board's Rules and Regulations.

6. The Record: For the purposes of this Stipulation, the record consists of the following documents: this Stipulation; the charge in Case No. 29-CB-220367; and the Amended Consolidated Complaint. The charge and the Amended Consolidated Complaint are attached to this document as Exhibits A and B.

7. Entire Agreement: The obligations Respondent has agreed to undertake to remedy the unfair labor practices set forth in the Amended Consolidated Complaint are set forth in their entirety in pages 1 through 12 of this Stipulation. The Notice postings appended to this Stipulation serve the sole purposes of notifying employees of Platinum Amenity Services LTD at

42-12 25th Street, Long Island City, New York about their rights under the Act and notifying those employees of Respondent Local 713's obligations to remedy the unfair labor practices alleged in the Amended Consolidated Complaint. In the event that the Notices do not describe all obligations in this Stipulation, Respondent agrees that it is bound by their obligations set forth in pages 1 through 12 of this Stipulation.

8. Scope of this Stipulation and Reservation of Evidence: This Stipulation settles only the allegations filed against Respondent Local 713 in Case No. 29-CB-220367 and in the Amended Consolidated Complaint and does not constitute a settlement of any other cases or matters. This Stipulation does not preclude persons from filing charges, the General Counsel from prosecuting complaints or the Board and the courts from finding violations with respect to matters occurring subsequent to the date of this Stipulation, regardless of whether those matters are known to the General Counsel or are readily discoverable. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case(s) for any relevant purpose in the litigation of this or any other case, and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to that evidence.

9. Effective Date: This Stipulation is subject to the approval of the Board and it does not become effective until the Board has approved it. The Regional Director will file with the Board this Stipulation and the documents constituting the record as described above. Once the Board has approved this Stipulation, Respondent Local 713 will immediately comply with the provisions of the Order as set forth below.

V. ORDER

Based on this Stipulation and the record as described above, and without any further notice of proceedings, the Board may enter an Order providing as follows:

Respondent Local 713, its officers, successors, agents, and assigns shall:

- 1. Cease and desist from restraining and coercing employees in the exercise of their Section 7 rights, including:**

- (a) Representing employees of Respondent Platinum working at Tower 28, located at 42-12 28th Street, Long Island City, New York for the purpose of collective bargaining.**

- (b) Accepting voluntary recognition from any employer, including Respondent Platinum, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.**

- (c) Executing or giving effect to a collective bargaining agreement with any employer, including agreements containing a union security clause requiring membership in Respondent Local 713 as a condition of employment, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.**

- (d) Engaging in all organizing activity in furtherance of becoming the new exclusive collective bargaining representative of any employees of Respondent Platinum, Dynamic Building Services Inc., and/or PBS Services Inc. (collectively referred to herein as "the employers"), including entering into collective bargaining agreements, soliciting union membership and/or authorization cards and/or discussing the benefits of Local 713 membership with any employee employed by Respondent Platinum, Dynamic Building Services Inc., and/or**

2

PBS Services Inc., for a period of nine (9) months following the signing of this Settlement Agreement by the Regional Director, provided however, Respondent Local 713 shall not be required to disclaim interest in any bargaining unit where Respondent Local 713 currently represents an uncoerced majority of the employees. Respondent Local 713 may solicit union authorization cards discuss benefits of Local 713 membership with any new employees hired into bargaining units covered by collective bargaining agreements where Respondent Local 713 currently represents an uncoerced majority of employees prior to the approval of this agreement by the Regional Director. Respondent Local 713 is not precluded from renewing collective bargaining agreements where Respondent Local 713 currently represents an uncoerced majority of employees prior to the approval of this agreement by the Regional Director.

(e) Using or relying on any Local 713 International Brotherhood of Trade Unions membership cards, that were signed on or before the date that Respondent Local 713 signs this Stipulation, in an effort to seek certification by the National Labor Relations Board as the exclusive collective bargaining representative of any Platinum employees for the purpose of collective bargaining.

(f) Using or relying on any Local 713 International Brotherhood of Trade Unions membership cards, that were signed on or before the date that Respondent Local 713 signs this Stipulation, in an effort to seek Platinum's voluntary recognition as exclusive representative of any Platinum employees for the purpose of collective bargaining, through a card count performed by an independent arbitrator or any other means.

(g) In any other manner restraining or coercing employees of Respondent Platinum, or any other employer in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through

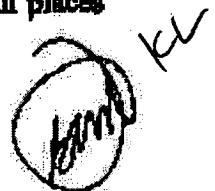
representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Within fourteen days of notification from Region 29 of the amounts due, reimburse all present and former full-time and regular part-time doormen, unarmed security guards and porters employed by the Platinum Amenity Services at 42-12 28th Street, Long Island City, New York, ("Unit employees") for all dues, initiation fees, and other money paid by employees or withheld from employees' pay pursuant to the November 2017 collective-bargaining agreements between Respondent Local 713 and Respondent Platinum covering Unit employees at Tower 28, located at 42-12 28th Street, Long Island City, New York. Respondent Local 713 shall also pay the interest on those reimbursements, pursuant to the rate prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010), *enf'd denied sub nom. Jackson Hospital Corp. v. NLRB*, 647 F.3d 1137 (D.C.Cir. 2011).

(b) Accept Respondent Platinum's withdrawal of recognition of Respondent Local 713 as the exclusive collective bargaining representative of Unit employees.

(c) Within fourteen (14) days of service by the Region, post at its facility, located at 400 Garden City Plaza, Suite 106, Garden City, NY 11530, copies of the attached Notices ("Appendix A.") Copies of the Notices, on forms provided by Region 29, after being signed by Respondent Local 713's authorized representative, shall be posted by Respondent Local 713 and maintained for 60 consecutive days in conspicuous places, including all places

Handwritten signature and initials, possibly "KLV", in the bottom right corner.

where notices to members are customarily posted. In addition to physical posting of paper notices, Respondent Local 713 shall duplicate and mail, at its own expense, a copy of the Notices to all current and former Unit employees employed by Respondent Platinum since October 24, 2017 to the date of the mailing.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent has taken to comply with this Order.

(e) Within 21 days Respondent Local 713 will schedule with Region 29 of the NLRB a mandatory 45-minute training session for all Local 713 officials, organizers and representatives, to be conducted at Respondent Local 713's office located at 400 Garden City Plaza, Suite 106, Garden City, NY 11530. The training session will cover "the law of organizing" under the National Labor Relations Act and will include time for questions and answers. A designee of the Regional Director for Region 29 will conduct the training session at an agreed upon date and time. Should the parties fail to agree upon a training date and/or time, the Regional Director of Region 29 shall have sole discretion to select the date and time for the training session. Respondent Local 713 will instruct all Local 713 officials, organizers and representatives that the training session is mandatory. Respondent Local 713 will create an attendance list including the names of all Local 713 officials, organizers and representatives in attendance at the mandatory training and will provide a copy of that document to the Regional Director within 14 days from the day of the training session.

Respondent Local 713, International Brotherhood of Trade Unions

By: Bryan C. McElhinney Date: 4/27/18
Print name: Bryan C. McElhinney Title: Attorney

Charging Party Service Employees International Union, Local 32BJ

By: Katchen Date: 11/28/18
Print name: Katchen Locke Title: Attorney

Recommended by:

Francisco Guzman Date: 11/28/18
Francisco Guzmán
Counsel for the General Counsel
National Labor Relations Board, Region 29
Two Metrotech Center, 5th Floor, Suite 5100
Brooklyn, NY 11201

Approved by:

Teresa Poor Date: 11/28/18
Kathy Drew King ~~TERESA POOR~~
Regional Director, Region 29
National Labor Relations Board, Region 29
Two Metrotech Center, 5th Floor, Suite 5100
Brooklyn, NY 11201

APPENDIX A

**(Local 713 Notice for Platinum Amenity Services LTD at Tower 28 Employees)
(To be printed and posted on official Board notice form)**

Local 713 is No Longer Your Union at Tower 28

Based on charges filed by Service Employees International Union, Local 32BJ, the National Labor Relations Board and Local 32BJ entered into a settlement agreement with Platinum Amenity Services LTD regarding its Tower 28 building and with Local 713 International Brotherhood of Trade Unions.

In that agreement, Platinum Amenity Services and Local 713 agreed that Platinum Amenity Services no longer recognizes Local 713 as the union representing Platinum Amenity Services concierges/doormen and porters at Tower 28.

The collective bargaining agreement Local 713 and Platinum Amenity Services signed is no longer in effect. Platinum Amenity Services will no longer take Local 713 union dues out of your paycheck.

Pursuant to that agreement, Local 713 states:

Federal Law Gives You The Right To:

- ☐ Form, join, or assist a union;
- ☐ Choose a representative to bargain with us on your behalf;
- ☐ Act together with other employees for your benefit and protection;
- ☐ Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL STOP enforcing the collective bargaining agreement with Platinum Amenity Services LTD covering employees employed at Tower 28.

WE WILL NOT charge you union dues or other fees under the collective bargaining agreement that we had with Platinum Amenity Services LTD at Tower 28.

WE WILL NOT accept recognition from Platinum Amenity Services as your union, or from any other employer, at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective bargaining agreement with Platinum Amenity Services LTD covering employees employed at Tower 28, or with any other employer, if we do not represent an uncoerced majority of employees in an appropriate unit.

BM

WE WILL pay you for all union dues and other fees that you paid under the collective bargaining agreement that we had collective bargaining agreement with Platinum Amenity Services LTD covering the employees at Tower 28.

WE WILL accept Platinum Amenity Services LTD's withdrawal of recognition of Local 713 as the union representing concierges/doormen and porters working at Tower 28, unless and until the National Labor Relations Board certifies Local 713 to be your union.

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

(Respondent Union)

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-866-667-NLRB (1-866-667-6372). Hearing impaired persons may contact the Agency's TTY service at 1-866-315-NLRB. You may also obtain information from the Board's website: www.nlrb.gov.

**TWO METRO TECH CENTER STE
5100
FL 5
BROOKLYN, NY 11201-3838**

**Telephone: (718)336-7713
Hours of Operation: 9a.m. to 5:30
p.m.**

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.

EXHIBIT A

Formal Settlement Stipulation


Case No. 29-CB-220367

BM

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST LABOR ORGANIZATION
OR ITS AGENTS

DO NOT WRITE IN THIS SPACE	
Case No. 29-CB-220367	Date Filed 05/14/2018

INSTRUCTIONS: File an original with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. LABOR ORGANIZATION OR ITS AGENTS AGAINST WHICH CHARGE IS BROUGHT			
a. Name Local 713 I.B.O.T.U.		b. Union Representative Statement Robert Vella	
c. Address (Street, city, state, and ZIP code) 400 Garden City Plaza, Suite 100, Garden City, New York 11530		d. Tel. No. 516.741.6554	e. Cell No.
		f. Fax No. 516.741.2355	g. e-mail Local713@optonline.net
h. The above-named organization or its agents has failed engaged in and is participating in unfair labor practices within the meaning of section 304, subsection (a) of the National Labor Relations Act, and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act, or these unfair labor practices are unfair practices affecting commerce within the meaning of the Act and the Federal Intermediation Act.			
<p>2. Basis of the Charge (Set forth a clear and concise statement of the facts constituting the alleged unfair labor practices)</p> <p>Within the last 6 months, the above union has violated the Act by accepting unlawful assistance from Platinum Amenity Services and Heatherwood Luxury Rentals, as joint employers, including by unlawfully accepting recognition from the employers and by unlawfully negotiating and entering into a collective bargaining agreement with the employers without having an unopposed majority support amongst the building service worker.</p>			
3. Name of Employer Platinum Amenity Services LTD & Heatherwood Luxury Rentals as joint employers		4a. Tel. No. 609.281.3344 (PA)	b. Cell No. 716.676.0796 (PA)
		4b. Fax No. 212.235.6478	c. e-mail HJ@heatherwood.com
5. Location of plant (Street, city, state and ZIP code) 42-12 36th St. Queens, NY 11101		d. Employer representative to contact Hassan Jorjane	
7. Type of establishment (factory, mine, wholesaler, etc.) Residential apartment building	8. Monthly principal product or service Building services	9. Number of workers employed About 12	
10. Full name of party filing charge Service Employees International Union, Local 328J		11a. Tel. No. 347.634.9067	1. Cell No.
		c. Fax No. 212.388.2062	d. e-mail slung@seiu328j.org
11. Address of party filing charge (Street, city, state and ZIP code) 25 West 18th St., New York, NY 10011			
<p>12. DECLARATION</p> <p>I declare that I have read the above charge and that the statements therein are true to the best of my knowledge and belief.</p> <p>By:  Andrew Lang, Organizer (Signature of representative or person making charge) (Print name and title or office, if any)</p> <p>25 West 18th St. New York, NY 10011</p>		<p>Tel. No. 347.634.9067</p> <p>Cell No.</p> <p>Fax No. 212.388.2062</p> <p>e-mail slung@seiu328j.org</p>	

WARNING: FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT (S.U.C. CODE, TITLE 18, SECTION 1004).

FORWARD ACT STATEMENT

Information of the information on this form is submitted by the National Labor Relations Board (NLRB), 29 U.S.C. § 101 et seq. The principal use of the information is to assist the National Labor Relations Board (NLRB) in processing unfair labor practice and related proceedings in litigation. The active use of the information is by and for the National Labor Relations Board, 29 U.S.C. § 101 et seq. The NLRB will further explain these uses upon request. Disclosure of the information to the public is voluntary; however, failure to supply the information will cause the NLRB to be unable to process.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 29**

PLATINUM AMENITY SERVICES LTD
Respondent

Case Nos. 29-CA-218179
29-CA-220390
29-CA-224027

and

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 32BJ**
Charging Party

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS** Case No. 29-CB-228367.
Respondent

and

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 32BJ**
Charging Party

**ORDER FURTHER CONSOLIDATING CASES, AMENDED CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

On July 31, 2018, an Order Consolidating Cases; Consolidated Complaint and Notice of Hearing issued in Case Nos. 29-CA-218179 and 29-CA-220390, alleging that Platinum Amenity Services LTD ("Respondent Platinum"), engaged in certain unfair labor practices affecting commerce as set forth in the National Labor Relations Act (the "Act"), 29 U.S.C. § 151 et seq.

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the "Board") and to avoid unnecessary costs or delay, IT IS ORDERED THAT Case No. 29-CA-218179, Case No. 29-CA-220390, and Case No. 29-CA-224027, which are based on charges filed by Service Employees International Union, Local 32BJ ("Charging Party") against Respondent Platinum and Case No. 29-CB-220367, which is based on charges filed by the



Charging Party against Local 713, International Brotherhood of Trade Unions ("Respondent Local 713"), are further consolidated.

This Order Further Consolidating Cases, Amended Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, and alleges that Respondent Platinum and Respondent Local 713 have violated the Act as described below.

1. (a) The charge in Case No. 29-CA-218179 was filed by the Charging Party on April 9, 2018, and a copy was served on Respondent Platinum by U.S. mail on April 10, 2018, and July 16, 2018.

(b) The first amended charge in Case No. 29-CA-218179 was filed by the Charging Party on May 14, 2018, and a copy was served on Respondent Platinum by U.S. mail on May 17, 2018 and July 16, 2018.

(c) The charge in Case No. 29-CA-220390 was filed by the Charging Party on May 14, 2018, and a copy was served on Respondent Platinum by U.S. mail on May 17, 2018.

(d) The charge in Case No. 29-CB-220367 was filed by the Charging Party on May 14, 2018, and a copy was served on Respondent Local 713 by U.S. mail on May 17, 2018 and July 17, 2018.

(e) The charge in Case No. 29-CA-224007 was filed by the Charging Party on July 19, 2018, and a copy was served on Respondent Platinum by U.S. mail on July 19, 2018.

2. At all material times, Respondent Platinum, a domestic corporation, with an office and place of business located at 1370 60th Street, Brooklyn, New York; ("Brooklyn Facility") has been engaged in the business of providing building services to residential and commercial

buildings throughout the New York area, including to a residential building located at 42-12 28th Street, Long Island City, New York ("Tower 28").

3. During the past twelve-month period, which period is representative of its annual operations generally, Respondent Platinum, in the course and conduct of its business operations described above in paragraph 2, purchased and received goods and services at its Brooklyn Facility and at Tower 28, valued in excess of \$50,000 directly from suppliers located outside the State of New York.

4. At all material times, Respondent Platinum has been an employer engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

5. At all material times, Local 32BJ has been a labor organization within the meaning of Section 2(5) of the Act.

6. At all material times, Respondent Local 713 has been a labor organization within the meaning of Section 2(5) of the Act.

7. At all material times, Hasani Jones has been a supervisor of Respondent Platinum within the meaning of Section 2(11) of the Act, and/or an agent of Respondent Platinum within the meaning of Section 2(13) of the Act.

8. Beginning in about October 2017, Respondent Platinum gave assistance and support to Respondent Local 713 by urging its employees to sign union membership and authorization cards for Respondent Local 713.

9. On October 24, 2017, Respondent Platinum granted recognition to Respondent Local 713, as the exclusive collective-bargaining representative of the following employees of Respondent (the "Unit"):

All full-time and regular part-time doormen, unarmed security guards and porters employed by the Employer [Platinum Amenity



Services] at 42-12 28th Street, Long Island City, New York, excluding all other employees, including, but not limited to, office clerical employees, managerial and professional employees and supervisors as defined in the National Labor Relations Act.

10. On November 1, 2017, Respondent Platinum and Respondent Local 713 entered into and have since maintained a collective-bargaining agreement, effective November 1, 2017, covering terms and conditions of employment of Unit employees, which contains a union security clause requiring membership in Respondent Local 713 as a condition of employment and began deducting union dues from employees' pay.

11. Respondent Platinum engaged in the conduct described above in paragraphs 8 through 10 at a time when Respondent Local 713 did not represent an uncoerced majority of the Unit employees.

12. On October 24, 2017, Respondent Local 713 accepted recognition from Respondent Platinum as described above in paragraph 9.

13. Respondent Local 713 engaged in the conduct described above in paragraphs 10 and 12 at a time when it did not represent an uncoerced majority of the Unit employees.

14. Respondent Platinum, by Supervisor Hasani Jones, at Tower 28:

(a) In or about April 2018, a more precise date being presently unknown, interrogated its employees about their support for and activities on behalf of Local 32BJ;

(b) In or about April 2018, a more precise date being presently unknown, threatened its employees with unspecified reprisals because employees signed and presented a letter to management in support of Local 32BJ;

(c) In or about April 2018, a more precise date being presently unknown, threatened its employees with suspension because employees signed and presented a letter to management in support of Local 32BJ.

(d) On or about June 27, 2018, surveilled employees by photographing them while the employees were engaged in a union demonstration.

15. (a) On or about April 5, 2018, Respondent Platinum discharged its employee Jonathan Morales.

(b) Since on or about April 5, 2018, Respondent Platinum has failed and refused to reinstate or offer to reinstate Jonathan Morales to his previous position.

16. Respondent Platinum engaged in the conduct described above in paragraph 15 because Jonathan Morales assisted Local 32BJ and engaged in concerted activities, and to discourage employees from engaging in these activities.

17. By the conduct described above in paragraphs 9 through 11, Respondent Platinum has been rendering unlawful assistance and support to a labor organization in violation of Section 8(a)(1) and (2) of the Act.

18. By the conduct described above in paragraph 14, Respondent Platinum has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

19. By the conduct described above in paragraphs 15 and 16, Respondent Platinum has been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

20. By the conduct described above in paragraphs 10 and 12 Respondent Local 713 has been restraining and coercing employees in their exercise of the rights guaranteed in Section 7 of the Act, in violation of 8(b)(1)(A) of the Act.

21. By the conduct described above in paragraphs 10 and 12, Respondent Local 713 attempted to cause and caused Respondent Platinum to maintain an unlawful union security provision, in violation of 8(b)(2) of the Act.

22. The unfair labor practices of Respondent Platinum described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraphs 9, 11, 14, and 16 the General Counsel seeks an Order requiring that Respondent Platinum permit a Board Agent to read the Notice to Employees to unit employees during work-time as the Regional Director deems necessary in the three months following the Board Order.

In view of Respondent Local 713's extensive history of repeated unfair labor practice violations found by the Board and Courts, as well as the similarity of the prior violations to the unfair labor practices alleged above in paragraphs 10, 12, and 13, the General Counsel seeks an Order requiring Respondent Local 713 to cease and desist from engaging in the following conduct and from restraining and coercing employees in the exercise of their Section 7 rights:

(a) Representing employees of Respondent Platinum for the purpose of collective bargaining unless and until Respondent Local 713 has been certified by the National Labor Relations Board as the exclusive collective-bargaining representative of those employees.

(b) Accepting recognition from any employer, including Respondent Platinum at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit, and for a period of no less than twelve-months from the issuance of the Board Order.

(c) Executing or giving effect to a collective bargaining agreement with any employer, including Respondent Platinum, including agreements containing a union security

clause requiring membership in Respondent Local 713 as a condition of employment, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.

(d) Any and all activity in furtherance of being or becoming the exclusive collective bargaining representative of Respondent Platinum's employees including enforcing collective bargaining agreements, soliciting union authorization cards from Respondent Platinum employees, and discussing the benefits of membership in Local 713 with any of Respondent Platinum employees, for the twelve-month period following the issuance of a Board Order.

(e) In any other manner restraining or coercing employees of Respondent Platinum, or any other employer in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations; it must file an answer to the Amended Consolidated Complaint. The answer must be received by this office on or before November 14, 2018, or postmarked on or before November 13, 2018. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlrb.gov, click on E-File Documents, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the Amended Consolidated Complaint are true.

Any request for an extension of time to file an answer must, pursuant to Section 102.111(b) of the Board's Rules and Regulations, be filed by the close of business on November 14, 2018. The request must be in writing and addressed to the Regional Director of Region 29.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on November 27, 2018 at 9:30 a.m., in a fifth floor hearing room at Two MetroTech Center, Brooklyn, New York, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4563. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: October 31, 2018



KATHY DREW KING
REGIONAL DIRECTOR
NATIONAL LABOR RELATIONS BOARD
REGION 29
Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Attachments



**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS (PLATINUM AMENITY
SERVICES LTD.)**

and

Case 29-CB-220367

**SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 32BJ**

DECISION AND ORDER

Statement of the Case

On November 28, 2018, Local 713, International Brotherhood of Trade Unions (Respondent Local 713); Service Employees International Union, Local 32BJ (Charging Party or Local 32BJ); and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Employer's business

At all material times, Platinum Amenity Services LTD (Platinum), a domestic corporation with an office and place of business located at 1370 60th Street, Brooklyn, New York (the Brooklyn facility), has been engaged in the business of providing building services to residential and commercial buildings throughout the New York City area,

including to a residential building located at 42-12 28th Street, Long Island City, New York (Tower 28).

During the 12-month period preceding the execution of the settlement stipulation, which period is representative of its annual operations generally, Platinum, in the course and conduct of its business operations described above, purchased and received goods and services at its Brooklyn facility and at Tower 28 valued in excess of \$50,000 directly from suppliers located outside the State of New York.

At all material times, Platinum has been an employer engaged in commerce within the meaning of Sections 2(2), (6), and (7) of the Act.

2. The labor organizations involved

At all material times, Respondent Local 713 has been a labor organization within the meaning of Section 2(5) of the Act.

At all material times, Charging Party Local 32 BJ has been a labor organization within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that the Respondent, Local 713, International Brotherhood of Trade Unions, Long Island City, New York, its officers, agents, and representatives shall:

1. Cease and desist from restraining and coercing employees in the exercise of their Section 7 rights, including:

(a) Representing employees of Respondent Platinum working at Tower 28, located at 42-12 28th Street, Long Island City, New York for the purpose of collective bargaining.

(b) Accepting voluntary recognition from any employer, including Respondent Platinum, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.

(c) Executing or giving effect to a collective-bargaining agreement with any employer, including agreements containing a union-security clause requiring membership in Respondent Local 713 as a condition of employment, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.

(d) Engaging in all organizational activity in furtherance of becoming the new exclusive collective-bargaining representative of any employees of Respondent Platinum, Dynamic Building Services, Inc., and/or PBS Services Inc. (collectively referred to herein as “the employers”), including entering into collective-bargaining agreements, soliciting union membership and/or authorization cards and/or discussing the benefits of Local 713 membership with any employee employed by Respondent Platinum, Dynamic Building Services, Inc. and/or PBS Services, Inc., for a period of nine (9) months following the signing of this Settlement Agreement by the Regional Director; provided, however, Respondent Local 713 shall not be required to disclaim interest in any bargaining unit where Respondent Local 713 currently represents an uncoerced majority of the employees. Respondent Local 713 may solicit union authorization cards and discuss benefits of Local 713 membership with any new employees hired into bargaining units covered by collective-bargaining agreements where Respondent Local 713 currently represents an uncoerced majority of employees prior to the approval of this agreement by the Regional Director. Respondent Local 713 is not precluded from renewing collective-bargaining agreements where Respondent Local 713 currently represents an uncoerced majority of employees prior to the approval of this agreement by the Regional Director.

(e) Using or relying on any Local 713 International Brotherhood of Trade Unions membership cards that were signed on or before the date that Respondent Local 713 signs this Stipulation in an effort to seek certification by the National Labor Relations Board as the exclusive collective-bargaining representative of any Platinum employees for the purpose of collective bargaining.

(f) Using or relying on any Local 713 International Brotherhood of Trade Unions membership cards that were signed on or before the date that Respondent Local 713 signs this Stipulation in an effort to seek Platinum’s voluntary recognition as exclusive representative of any Platinum employee for the purpose of collective bargaining through a card count performed by an independent arbitrator or any other means.

(g) In any other manner restraining or coercing employees of Respondent Platinum or any other employer in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Within 14 days of notification from Region 29 of the amounts due, reimburse all present and former full-time and regular part-time doormen, unarmed security guards and partners employed by the Platinum Amenity Services at 42-12 28th Street, Long Island City, New York (unit employees) for all dues, initiation fees, and other money paid by employees or withheld from employees’ pay pursuant to the November 2017

collective-bargaining agreements between Respondent Local 713 and Respondent Platinum covering unit employees at Tower 28, located at 42-12 28th Street, Long Island City, New York. Respondent Local 713 shall also pay the interest on those reimbursements, pursuant to the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010), enforcement denied sub nom. *Jackson Hospital Corp. v. NLRB*, 647 F.3d 1137 (D.C. Cir. 2011).

(b) Accept Respondent Platinum's withdrawal of recognition of Respondent Local 713 as the exclusive collective-bargaining representative of unit employees.

(c) Within 14 days of service by the Region, post at its facility, located at 400 Garden City Plaza, Suite 106, Garden City, NY 11530, copies of the attached notice (Appendix A). Copies of the notice, on forms provided by Region 29, after being signed by Respondent Local 713's authorized representative, shall be posted by Respondent Local 713 and maintained for 60 consecutive days in conspicuous places, including all places where notices to members are customarily posted. In addition to physical posting of paper notices, Respondent Local 713 shall duplicate and mail, at its own expense, a copy of the notice to all current and former unit employees employed by Respondent Platinum since October 24, 2017 to the date of the mailing.

(d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent Local 713 has taken to comply with this Order.

(e) Within 21 days Respondent Local 713 will schedule with Region 29 of the NLRB a mandatory 45-minute training session for all Local 713 officials, organizers and representatives, to be conducted at Respondent Local 713's office located at 400 Garden City Plaza, Suite 106, Garden City, NY 11530. The training session will cover "the law of organizing" under the National Labor Relations Act and will include time for questions and answers. A designee of the Regional Director for Region 29 will conduct the training session at an agreed upon date and time. Should the parties fail to agree upon a training date and/or time, the Regional Director of Region 29 shall have sole discretion to select the date and time for the training session. Respondent Local 713 will instruct all Local 713 officials, organizers and representatives that the training session is mandatory. Respondent Local 713 will create an attendance list including the names of all Local 713 officials, organizers and representatives in attendance at the mandatory training and will provide a copy of that document to the Regional Director within 14 days from the day of the training session.

Dated, Washington, D.C., September 9, 2019.

Lauren McFerran, Member

Marvin E. Kaplan, Member

William J. Emanuel, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

NOTICE TO MEMBERS POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

Local 713 is No Longer Your Union at Tower 28

Based on charges filed by Service Employees International Union, Local 32BJ, the National Labor Relations Board and Local 32BJ entered into a settlement agreement with Platinum Amenity Services LTD regarding its Tower 28 building and with Local 713 International Brotherhood of Trade Unions.

In that agreement, Platinum Amenity Services and Local 713 agreed that Platinum Amenity Services no longer recognizes Local 713 as the union representing Platinum Amenity Services concierges/doormen and porters at Tower 28.

The collective-bargaining agreement Local 713 and Platinum Amenity Services signed is no longer in effect. Platinum Amenity Services will no longer take Local 713 union dues out of your paycheck.

Pursuant to that agreement, Local 713 states:

Federal Law Gives You The Right To:

Form, join, or assist a union;
Choose a representative to bargain with your employer on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL STOP enforcing the collective-bargaining agreement with Platinum Amenity Services LTD covering employees employed at Tower 28.

WE WILL NOT charge you union dues or other fees under the collective-bargaining agreement that we had with Platinum Amenity Services LTD at Tower 28.

WE WILL NOT accept recognition from Platinum Amenity Services as your union, or from any other employer, at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective-bargaining agreement with Platinum Amenity Services LTD covering employees employed at Tower 28, or with any other employer, if we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL pay you for all union dues and other fees that you paid under the collective-bargaining agreement that we had with Platinum Amenity Services LTD covering the employees at Tower 28.

WE WILL accept Platinum Amenity Services LTD's withdrawal of recognition of Local 713 as the union representing concierges/doormen and porters working at Tower 28, unless and until the National Labor Relations Board certifies Local 713 to be your union

**LOCAL 713, INTERNATIONAL BROTHERHOOD
OF TRADE UNIONS**

The Board's decision can be found at <http://www.nlr.gov/case/29-CB-220367> or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.





NOTICE TO EMPLOYEES AND MEMBERS

POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT

APPENDIX A

NOTICE TO MEMBERS
POSTED BY ORDER OF THE
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An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD
ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS

Local 713 is No Longer Your Union at Tower 28

Based on charges filed by Service Employees International Union, Local 32BJ, the National Labor Relations Board and Local 32BJ entered into a settlement agreement with Platinum Amenity Services LTD regarding its Tower 28 building and with Local 713 International Brotherhood of Trade Unions.

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Two Metrotech Center, Suite 5100
Brooklyn, NY 11201

Telephone No: 718-330-7713
Hours of Operation: 9:00 am to 5:30 pm



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**LOCAL 713, INTERNATIONAL
BROTHERHOOD OF TRADE UNIONS**

Dated: 9/23/19 By: [Signature] Sec Tras
(Representative) (Title)

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**LOCAL 713, INTERNATIONAL
BROTHERHOOD OF TRADE UNIONS**

Dated: 9/23/19

By: [Signature]

(Representative)

Sec. Treas
(Title)

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AVISO A LOS EMPLEADOS Y MIEMBROS



**FIJADO POR ORDEN DE LA
JUNTA NACIONAL DE RELACIONES DEL TRABAJO**
UNA AGENCIA DEL GOBIERNO DE LOS ESTADOS UNIDOS
ANEXO A

**AVISO PARA MIEMBROS
EXHIBIDO POR ORDEN DE LA
JUNTA NACIONAL DE RELACIONES DEL TRABAJO**
Una Agencia del Gobierno de los Estados Unidos

**DE ACUERDO A UNA ESTIPULACION PARA PROVEER UNA ORDEN DE LA JUNTA Y
UNA SENTENCIA DE CONSENTIMIENTO DE CUALQUIER CORTE DE APELACIONES
APROPIADA EN LOS ESTADOS UNIDOS**

Local 713 ya no es su Unión en la Torre 28

Basado en los cargos presentados por Service Employees International Union, Local 32BJ, la Junta Nacional de Relaciones del Trabajo y Local 32BJ entraron a un acuerdo resolutorio con Platinum Amenity Services LTD concerniente a su edificio en la Torre 28 y con Local 713 International Brotherhood of Trade Unions.

En ese acuerdo, Platinum Amenity Services y Local 713 acordaron que Platinum Amenity Services ya no reconoce a Local 713 como la unión que representa a los conserjes/porteros/maleteros de Platinum Amenity Services en la Torre 28.

El acuerdo de negociación colectiva firmado entre Local 713 y Platinum Amenity Services ya no está en vigor. Platinum Amenity Services ya no deducirá de sus cheques de pago las cuotas de unión para Local 713.

En virtud de este acuerdo, Local 713 declara:

LA LEY FEDERAL LES DA EL DERECHO DE:

- Formarse, unirse o apoyar a una unión;
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- Actuar junto con otros empleados para beneficio y protección mutua;
- Elegir no participar en ninguna de estas actividades protegidas.

NOSOTROS NO VAMOS a hacer nada para prevenirles que ejerzan los derechos arriba mencionados.

NOSOTROS VAMOS A DEJAR de hacer cumplir el acuerdo de negociación colectiva con Platinum Amenity Services LTD que cubre a los empleados que están empleados en la Torre 28.

La Junta Nacional de Relaciones del Trabajo es una agencia Federal independiente establecida en 1935 para hacer cumplir la Ley Nacional de Relaciones del Trabajo. La Junta lleva a cabo elecciones mediante voto secreto para determinar si los empleados quieren estar representados por una unión e investiga y remedia las prácticas ilícitas de trabajo cometidas por los patronos y las uniones. Para obtener más información sobre sus derechos conforme a la Ley y cómo puede radicar un cargo o una petición de elección, puede hablar confidencialmente con cualquier agente en la Oficina Regional de la Junta indicada más adelante. También puede obtener información de la página de Internet de la Junta: www.nlr.gov y el número libre de cargo es (844) 762-NLRB (6572).

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Two Metrotech Center, Suite 5100
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Teléfono No: 718-330-7713
Horas de Operación: 9:00 am a 5:30 pm



AVISO A LOS EMPLEADOS Y MIEMBROS



FIJADO POR ORDEN DE LA JUNTA NACIONAL DE RELACIONES DEL TRABAJO

UNA AGENCIA DEL GOBIERNO DE LOS ESTADOS UNIDOS

NOSOTROS NO VAMOS a cobrarles cuotas de unión u otras cuotas en virtud del acuerdo de negociación colectiva que tuvimos con Platinum Amenity Services LTD en la Torre 28

NOSOTROS NO VAMOS a aceptar el reconocimiento de Platinum Amenity Services como su unión, o de cualquier otro empleador, en un momento en que no representamos a una mayoría de empleados no forzados, en una unidad apropiada.

NOSOTROS NO VAMOS a firmar un acuerdo de negociación-colectiva con Platinum Amenity Services LTD que cubre a empleados que están empleados en la Torre 28, o con cualquier otro empleador, si nosotros no representamos a la mayoría de los empleados que no están forzados, en una unidad apropiada.

NOSOTROS VAMOS a pagarles todas las cuotas de unión y otras cuotas que ustedes pagaron conforme al acuerdo de negociación-colectiva que tuvimos con Platinum Amenity Services LTD que cubre a los empleados de la Torre 28.

NOSOTROS VAMOS a aceptar que Platinum Amenity Services LTD retire el reconocimiento de Local 713, como la unión que representa a los conserjes/porteros y maleteros que trabajan en la Torre 28 a menos que y hasta que la Junta Nacional de Relaciones del Trabajo certifique a Local 713 como su unión.

LOCAL 713, INTERNATIONAL BROTHERHOOD OF TRADE UNIONS

Fecha: 9/23/19 Por: [Signature] Sec. Treas.
(Representante) (Título)

La decisión de la Junta se puede encontrar en <http://www.nlr.gov/case/29-CB-220367> o al usar el código QR debajo. Alternativamente, usted puede obtener una copia de la decisión del Secretario Ejecutivo, Junta Nacional de Relaciones del Trabajo, 1015 Half St., S.E., Washington, D.C. 20570, o puede llamar al (202) 273-1940.



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AVISO A LOS EMPLEADOS Y MIEMBROS



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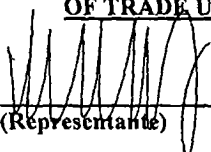

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Fecha: 9/23/19 Por:  (Representante)  (Título)

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UNITED STATES COURT OF APPEALS
for the
SECOND CIRCUIT

At a Stated Term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 4th day of October, two thousand and nineteen,

National Labor Relations Board,

Petitioner,

v.

Local 713 International Brotherhood of Trade Unions,
Platinum Amenity Services Ltd.,

Respondent.

ORDER

Docket Number: 19-3060

An application for enforcement was filed on September 19, 2019. Petitioner's Form C/A was October 03, 2019. The case is deemed in default.

IT IS HEREBY ORDERED that the application will be dismissed effective October 18, 2019 if the form is not filed by that date.

For The Court:

Catherine O'Hagan Wolfe,
Clerk of Court

A circular official seal of the United States Court of Appeals for the Second Circuit is stamped over the signature. The seal contains the text "UNITED STATES", "SECOND CIRCUIT", and "COURT OF APPEALS" around a central emblem.

United States Court of Appeals

FOR THE
SECOND CIRCUIT

At a stated term of the United States Court of Appeals for the Second Circuit, held at the Thurgood Marshall United States Courthouse, 40 Foley Square, in the City of New York, on the 26th day of November, two thousand nineteen.

Present:

Robert A. Katzmann,
Chief Judge,
Guido Calabresi,
Raymond J. Lohier, Jr.,
Circuit Judges.

NATIONAL LABOR RELATIONS BOARD

Petitioner

V.

LOCAL 713, INTERNATIONAL
BROTHERHOOD OF TRADE UNIONS

Respondent

No. 19-3060

Board Case No.:
29-CB-220367

JUDGMENT ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD

THIS CAUSE was submitted upon the application of the National Labor Relations Board for entry of a consent judgment against Respondent, Local 713, International Brotherhood of Trade Unions, its officers, agents, and representatives, enforcing its order dated September 9, 2019, in Case No. 29-CB-220367, and upon the record in that proceeding, certified and filed in this Court enforcing the order.

ON CONSIDERATION WHEREOF, it is ordered and adjudged by the United States Court of Appeals for the Second Circuit that the order of the National Labor Relations Board be, and the same is hereby enforced; and that the Respondent, Local 713, International Brotherhood of Trade Unions, its officers, agents, and representatives, shall abide by and perform the directions of the Board set forth in its order. (See Attached Order and Appendix).

Mandate shall issue forthwith.

FOR THE COURT:

Catherine O'Hagan Wolfe, Clerk

A handwritten signature in black ink, reading "Catherine O'Hagan Wolfe". The signature is written in a cursive style. A circular official seal is stamped over the middle of the signature. The seal is divided into two horizontal halves: the top half is red and the bottom half is blue. The text "UNITED STATES" is at the top, "SECOND CIRCUIT" is in the center, and "COURT OF APPEALS" is at the bottom, separated by two small stars.

NATIONAL LABOR RELATIONS BOARD

v.

LOCAL 713, INTERNATIONAL BROTHERHOOD OF TRADE UNIONS

ORDER

Local 713, International Brotherhood of Trade Unions, Long Island City, New York, its officers, agents, and representatives shall:

1. Cease and desist from restraining and coercing employees in the exercise of their Section 7 rights, including:
 - (a) Representing employees of Respondent Platinum working at Tower 28, located at 42-12 28th Street, Long Island City, New York for the purpose of collective bargaining.
 - (b) Accepting voluntary recognition from any employer, including Respondent Platinum, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.
 - (c) Executing or giving effect to a collective-bargaining agreement with any employer, including agreements containing a union-security clause requiring membership in Respondent Local 713 as a condition of employment, at a time when Respondent Local 713 does not represent an uncoerced majority of such employees in an appropriate unit.
 - (d) Engaging in all organizational activity in furtherance of becoming the new exclusive collective-bargaining representative of any employees of Respondent Platinum, Dynamic Building Services, Inc., and/or PBS Services Inc. (collectively referred to herein as “the employers”), including entering into collective-bargaining agreements, soliciting union membership and/or authorization cards and/or discussing the benefits of Local 713 membership with any employee employed by Respondent Platinum, Dynamic Building Services, Inc, and/or PBS Services, Inc., for a period of nine (9) months following the signing of this Settlement Agreement by the Regional Director; provided, however,

Respondent Local 713 shall not be required to disclaim interest in any bargaining unit where Respondent Local 713 currently represents an uncoerced majority of the employees. Respondent Local 713 may solicit union authorization cards and discuss benefits of Local 713 membership with any new employees hired into bargaining units covered by collective-bargaining agreements where Respondent Local 713 currently represents an uncoerced majority of employees prior to the approval of this agreement by the Regional Director. Respondent Local 713 is not precluded from renewing collective-bargaining agreements where Respondent Local 713 currently represents an uncoerced majority of employees prior to the approval of this agreement by the Regional Director.

- (e) Using or relying on any Local 713 International Brotherhood of Trade Unions membership cards that were signed on or before the date that Respondent Local 713 signs this Stipulation in an effort to seek certification by the National Labor Relations Board as the exclusive collective-bargaining representative of any Platinum employees for the purpose of collective bargaining.
 - (f) Using or relying on any Local 713 International Brotherhood of Trade Unions membership cards that were signed on or before the date that Respondent Local 713 signs this Stipulation in an effort to seek Platinum's voluntary recognition as exclusive representative of any Platinum employee for the purpose of collective bargaining through a card count performed by an independent arbitrator or any other means.
 - (g) In any other manner restraining or coercing employees of Respondent Platinum or any other employer in the exercise of their right to self-organization, to form labor organizations, to join or assist any labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.
2. Take the following affirmative action necessary to effectuate the policies of the Act:
- (a) Within 14 days of notification from Region 29 of the amounts due,

reimburse all present and former full-time and regular part-time doormen, unarmed security guards and partners employed by the Platinum Amenity Services at 42-12 28th Street, Long Island City, New York (unit employees) for all dues, initiation fees, and other money paid by employees or withheld from employees' pay pursuant to the November 2017 collective-bargaining agreements between Respondent Local 713 and Respondent Platinum covering unit employees at Tower 28, located at 42-12 28th Street, Long Island City, New York. Respondent Local 713 shall also pay the interest on those reimbursements, pursuant to the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB 6 (2010), enforcement denied sub nom. *Jackson Hospital Corp. v. NLRB*, 647 F.3d 1137 (D.C. Cir. 2011).

- (b) Accept Respondent Platinum's withdrawal of recognition of Respondent Local 713 as the exclusive collective-bargaining representative of unit employees.
- (c) Within 14 days of service by the Region, post at its facility, located at 400 Garden City Plaza, Suite 106, Garden City, NY 11530, copies of the attached notice (Appendix A). Copies of the notice, on forms provided by Region 29, after being signed by Respondent Local 713's authorized representative, shall be posted by Respondent Local 713 and maintained for 60 consecutive days in conspicuous places, including all places where notices to members are customarily posted. In addition to physical posting of paper notices, Respondent Local 713 shall duplicate and mail, at its own expense, a copy of the notice to all current and former unit employees employed by Respondent Platinum since October 24, 2017 to the date of the mailing.
- (d) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that Respondent Local 713 has taken to comply with this Order.
- (e) Within 21 days Respondent Local 713 will schedule with Region 29 of the NLRB a mandatory 45-minute training session for all Local 713 officials, organizers and representatives, to be conducted at Respondent Local 713's office located at 400 Garden City Plaza, Suite 106, Garden

City, NY 11530. The training session will cover “the law of organizing” under the National Labor Relations Act and will include time for questions and answers. A designee of the Regional Director for Region 29 will conduct the training session at an agreed upon date and time. Should the parties fail to agree upon a training date and/or time, the Regional Director of Region 29 shall have sole discretion to select the date and time for the training session. Respondent Local 713 will instruct all Local 713 officials, organizers and representatives that the training session is mandatory. Respondent Local 713 will create an attendance list including the names of all Local 713 officials, organizers and representatives in attendance at the mandatory training and will provide a copy of that document to the Regional Director within 14 days from the day of the training session.

APPENDIX A

NOTICE TO MEMBERS

**POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER
AND A CONSENT JUDGMENT OF ANY APPROPRIATE
UNITED STATES COURT OF APPEALS**

Local 713 is No Longer Your Union at Tower 28

Based on charges filed by Service Employees International Union, Local 32BJ, the National Labor Relations Board and Local 32BJ entered into a settlement agreement with Platinum Amenity Services LTD regarding its Tower 28 building and with Local 713 International Brotherhood of Trade Unions.

In that agreement, Platinum Amenity Services and Local 713 agreed that Platinum Amenity Services no longer recognizes Local 713 as the union representing Platinum Amenity Services concierges/doormen and porters at Tower 28.

The collective-bargaining agreement Local 713 and Platinum Amenity Services signed is no longer in effect. Platinum Amenity Services will no longer take Local 713 union dues out of your paycheck.

Pursuant to that agreement, Local 713 states:

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;

Choose a representative to bargain with your employer on your behalf;

Act together with other employees for your benefit and protection;

Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL STOP enforcing the collective-bargaining agreement with Platinum Amenity Services LTD covering employees employed at Tower 28.

WE WILL NOT charge you union dues or other fees under the collective-bargaining agreement that we had with Platinum Amenity Services LTD at Tower 28.

WE WILL NOT accept recognition from Platinum Amenity Services as your union, or from any other employer, at a time when we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL NOT sign a collective-bargaining agreement with Platinum Amenity Services LTD covering employees employed at Tower 28, or with any other employer, if we do not represent an uncoerced majority of employees in an appropriate unit.

WE WILL pay you for all union dues and other fees that you paid under the collective-bargaining agreement that we had with Platinum Amenity Services LTD covering the employees at Tower 28.

WE WILL accept Platinum Amenity Services LTD's withdrawal of recognition of Local 713 as the union representing concierges/doormen and porters working at Tower 28, unless and until the National Labor Relations Board certifies Local 713 to be your union

LOCAL 713, INTERNATIONAL BROTHERHOOD OF TRADE UNIONS

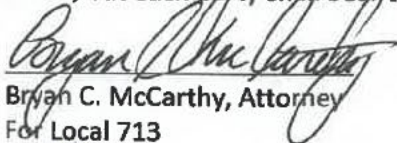
The Board's decision can be found at <http://www.nlr.gov/case/29-CB-220367> or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.




Settlement Agreement

International Brotherhood of Trade Unions, Local 713 ("Local 713") and Service Employees International Union, Local 32BJ ("Local 32BJ") hereby agree to settle certain pending unfair labor practices upon the following terms:

1. Local 32BJ agrees to request withdrawal with prejudice of the unfair labor practice charges it filed with the National Labor Relations Board against Local 713 asserting the failure to provide certain information to bargaining unit members employed at certain residential buildings located in Brooklyn, New York, Case Nos. 29-CB-239142, 29-CB-239146, 29-CB-240650, and 2-CB-243300; its unfair labor practice charge against Local 713 asserting the acceptance of unlawful recognition at the residential building located at 10 Monteith Street in Brooklyn, New York, Case No. 29-CB-240678; and its unfair labor practice charge filed against Planned Building Services, Platinum Amenity Services, and Dynamic Building Services alleging unlawful assistance to Local 713 at the residential building located at 10 Monteith Street in Brooklyn, New York, Case No. 29-CA-242583. Local 32BJ shall request withdrawal to the Regions within three (3) days of the execution of this agreement.
2. Local 713 denies any wrongdoing in connection with these charges.
3. Upon approval of the withdrawal by the Regions of the above charges, Local 713 agrees to disclaim interest in serving as the collective bargaining representative of the workers employed at the residential buildings located at 205 North 9th Street, 220 North 10th Street, 44-41 Purves Street, 146 South 4th Street, 26 West Street, 395 Leonard Street and 10 Monteith Street in Brooklyn, New York, and at the residential building located at 540 West 49th Street in New York, New York. Local 713 shall submit such disclaimer(s) in writing to the employers at each of the aforementioned buildings and simultaneously provide a copy of such disclaimer(s) to Local 32BJ within three (3) days of the approval of the Regions of the withdrawal of the above charges. Local 713 agrees to refrain from organizing the workers at the aforementioned buildings or seeking to become their collective bargaining representative.
4. The parties agree to submit any disputes under this agreement to the American Arbitration Association pursuant to the rules of the Association, including its rules concerning the selection of the arbitrator. The arbitrator's fee shall be split evenly between Local 32BJ and Local 713, but each party shall bear their own costs and attorneys fees.


Bryan C. McCarthy, Attorney
For Local 713

6/24/19
Date


Katchen Locke, Attorney
For Local 32BJ

6/24/19
Date

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF

**Local 713, International Brotherhood of Trade Unions
(Dynamic Building Services, Inc.)**

Case No. 29-CB-253565

Subject to the approval of the Regional Director for the National Labor Relations Board, Local 713, International Brotherhood of Trade Unions ("Charged Party") and Service Employees International Union, Local 32BJ ("Charging Party") **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE TO EMPLOYEES AND MEMBERS— A National Labor Relations Board Notice to Employees and Members ("Notice") is attached hereto and made part of this Agreement. After the Regional Director has approved this Agreement, the Regional Office will send to the Charged Party copies of the approved Notice in English and Spanish. A responsible official of the Charged Party will then sign and date those Notices and immediately post them at the following locations:

1. At the Charged Party's office located at 400 Garden City Plaza, Suite 106, Garden City, New York in prominent places where notices to employees and/or announcements to members are customarily posted.
2. On the bulletin board(s) to which the Charged Party has access at the Dynamic Building Services, Inc. facility located at 54 Noll Street, Brooklyn for the purpose of posting Notices to employees and members.

The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case, including all allegations covered by the attached Notice, and does not settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved, regardless of whether General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence.

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve this Settlement Agreement and decline to issue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, the Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes _____
 Initials

No _____
 Initials

PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Settlement Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will issue a Complaint that includes the allegations covered by the attached Notice, as well as the filing and service of the charge in this case, commerce facts necessary to establish Board jurisdiction, labor organization status, appropriate bargaining unit (if applicable), and any other allegations the General Counsel would ordinarily plead to establish the unfair labor practices.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director, in writing, what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this agreement. No further action shall be taken in the above captioned case provided that the Charged Party complies with the terms and conditions of this Settlement Agreement and Notice.

Charged Party Local 713, IBOTU		Charging Party SEIU Local 32BJ	
By: Name and Title	Date	By: Name and Title	Date
<u>/s/ Bryan C. McCarthy</u>	4/7/2020	<u>(b) (6), (b) (7)(C)</u>	4/8/2020
Attorney			
Print Name and Title below		Print Name and Title below	

Recommended By:	Date	Approved By:	Date
<u>/s/ Matthew A. Jackson</u>	4/9/2020	<u>/s/ Kathy Drew King</u>	4/9/2020
Matthew A. Jackson		KATHY DREW-KING	
Field Attorney		Regional Director, Region 29	

NOTICE OF EMPLOYEES
(To be printed and posted on official Board notice form)

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT restrain or coerce you in exercising the above rights.

WE WILL NOT fail or refuse to provide you with relevant information that you request, including requests for the following documents: copies of the collective-bargaining agreements between us and your Employer, our Constitution and By-laws, your membership and dues checkoff authorization cards, records of your dues remittances submitted to us by your Employer, your amount of chargeable core membership fees, our method for calculating your core membership fees, and the process by which you may challenge the calculation of your core membership fees.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL, within seven (7) days of the approval of this Settlement Agreement, provide employees (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) with the following relevant information that they requested on November 22, 2019: copies of the collective-bargaining agreements that we have with Dynamic Building Services, Inc. ("Employer") covering employees at 54 Noll Street, Brooklyn, New York; our Constitution and By-laws; membership and dues checkoff cards signed by the requesting employees; records of their dues remittances submitted to us by the Employer; the amount of chargeable core membership fees non-member employees are required to pay; our method for calculating the core membership fees; and the process by which employees may challenge the calculation of core membership fees.

WE WILL, within seven (7) days of the approval of this Settlement Agreement, provide employee (b) (6), (b) (7)(C) with the following relevant information that he requested on November 22, 2019: copies of the collective-bargaining agreements that we have with the Employer covering employees at 54 Noll Street, Brooklyn, New York; membership and dues checkoff cards signed by the requesting employee; records of his dues remittances submitted to us by the Employer; the amount of chargeable core membership fees non-member employees are required to pay; our method for calculating the core membership fees; and the process by which employees may challenge the calculation of core membership fees.

Local 713, International Brotherhood of Trade Unions
(Union)

Dated: _____ **By:** _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

Two Metro Tech Center
Suite 5100
Brooklyn, NY 11201-3838

Telephone: (718)330-7713
Hours of Operation: 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer.



NOTICE TO EMPLOYEES AND MEMBERS

**POSTED PURSUANT TO A SETTLEMENT AGREEMENT
APPROVED BY A REGIONAL DIRECTOR OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT**

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT restrain or coerce you in exercising the above rights.

WE WILL NOT fail or refuse to provide you with relevant information that you request, including requests for the following documents: copies of the collective-bargaining agreements between us and your Employer, our Constitution and By-laws, your membership and dues checkoff authorization cards, records of your dues remittances submitted to us by your Employer, your amount of chargeable core membership fees, our method for calculating your core membership fees, and the process by which you may challenge the calculation of your core membership fees.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL, within seven (7) days of the approval of this Settlement Agreement, provide employees (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) with the following relevant information that they requested on November 22, 2019: copies of the collective-bargaining agreements that we have with Dynamic Building Services, Inc. ("Employer") covering employees at 54 Noll Street, Brooklyn, New York; our Constitution and By-laws; membership and dues checkoff cards signed by the requesting employees; records of their dues remittances submitted to us by the Employer; the amount of chargeable core membership fees non-member employees are required to pay; our method for calculating the core membership fees; and the process by which employees may challenge the calculation of core membership fees.

Two Metrotech Center, Suite 5100
Brooklyn, NY 11201

Telephone No: 718-330-7713
Hours of Operation: 9:00 am to 5:30 pm

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (844) 762-NLRB (6572).

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER.



NOTICE TO EMPLOYEES AND MEMBERS

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APPROVED BY A REGIONAL DIRECTOR OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT**

WE WILL, within seven (7) days of the approval of this Settlement Agreement, provide employee (b) (6), (b) (7)(C) with the following relevant information that (b) (6) requested on November 22, 2019: copies of the collective-bargaining agreements that we have with the Employer covering employees at 54 Noll Street, Brooklyn, New York; membership and dues checkoff cards signed by the requesting employee; records of his dues remittances submitted to us by the Employer; the amount of chargeable core membership fees non-member employees are required to pay; our method for calculating the core membership fees; and the process by which employees may challenge the calculation of core membership fees.

Local 713, International Brotherhood of Trade Union

(b) (6), (b) (7)(C)

Dated: 5/8/2020 By: _____

Two Metrotech Center, Suite 5100
Brooklyn, NY 11201

Telephone No: 718-330-7713

Hours of Operation: 9:00 am to 5:30 pm

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (844) 762-NLRB (6572).

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APPROVED BY A REGIONAL DIRECTOR OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT**

FEDERAL LAW GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

WE WILL NOT restrain or coerce you in exercising the above rights.

WE WILL NOT fail or refuse to provide you with relevant information that you request, including requests for the following documents: copies of the collective-bargaining agreements between us and your Employer, our Constitution and By-laws, your membership and dues checkoff authorization cards, records of your dues remittances submitted to us by your Employer, your amount of chargeable core membership fees, our method for calculating your core membership fees, and the process by which you may challenge the calculation of your core membership fees.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL, within seven (7) days of the approval of this Settlement Agreement, provide employees (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C) with the following relevant information that they requested on November 22, 2019: copies of the collective-bargaining agreements that we have with Dynamic Building Services, Inc. ("Employer") covering employees at 54 Noll Street, Brooklyn, New York; our Constitution and By-laws; membership and dues checkoff cards signed by the requesting employees; records of their dues remittances submitted to us by the Employer; the amount of chargeable core membership fees non-member employees are required to pay; our method for calculating the core membership fees; and the process by which employees may challenge the calculation of core membership fees.

Two Metrotech Center, Suite 5100
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NOTICE TO EMPLOYEES AND MEMBERS

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APPROVED BY A REGIONAL DIRECTOR OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT**

WE WILL, within seven (7) days of the approval of this Settlement Agreement, provide employee (b) (6), (b) (7)(C) with the following relevant information that (b) (6) requested on November 22, 2019: copies of the collective-bargaining agreements that we have with the Employer covering employees at 54 Noll Street, Brooklyn, New York; membership and dues checkoff cards signed by the requesting employee; records of his dues remittances submitted to us by the Employer; the amount of chargeable core membership fees non-member employees are required to pay; our method for calculating the core membership fees; and the process by which employees may challenge the calculation of core membership fees.

Local 713, International Brotherhood of Trade Union
(Union)

(b) (6), (b) (7)(C)

Dated: 5-8-2020 **By:**

Two Metrotech Center, Suite 5100
Brooklyn, NY 11201

Telephone No: 718-330-7713
Hours of Operation: 9:00 am to 5:30 pm

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov and the toll-free number (844) 762-NLRB (6572).

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AVISO A LOS EMPLEADOS Y MIEMBROS

**FIJADO CONFORME A UN ARREGLO
APROBADO POR UN DIRECTOR REGIONAL DE LA
JUNTA NACIONAL DE RELACIONES DEL TRABAJO
UNA AGENCIA DEL GOBIERNO DE LOS ESTADOS UNIDOS**

La Ley Federal leS Da a ustedes el derecho a:

- Formar, afiliarse a, o ayudar a una unión;
- Escoger representantes para negociar con nosotros en su representación;
- Actuar en conjunto con otros empleados para su beneficio y protección;
- Optar por no participar en ninguna de estas actividades protegidas.

NOSOTROS NO lo restringiremos ni lo coaccionaremos en el ejercicio de los derechos anteriores.

NOSOTROS NO fallaremos ni nos negaremos a proporcionarle la información relevante que usted solicite, incluyendo las solicitudes de los siguientes documentos: copias de los convenios colectivos entre nosotros y su Empleador, nuestra Constitución y Estatutos, su membresía y tarjetas de autorización de pago de cuotas, los registros de sus pagos de cuotas que nos envió su Empleador, su cantidad de cuotas básicas de membresía cobrables, nuestro método para calcular sus cuotas básicas de membresía y el proceso mediante el cual puede impugnar el cálculo de sus cuotas básicas de membresía

NOSOTROS NO interferiremos de ninguna manera similar o relacionada con sus derechos bajo la Sección 7 de la Ley.

NOSOTROS, dentro de los siete (7) días posteriores de la aprobación de este Acuerdo, proporcionaremos a los empleados **(b) (6), (b) (7)(C)** la siguiente información relevante que solicitaron el 22 de noviembre de 2019: copias de los convenios colectivos que tenemos con Dynamic Building Services, Inc. ("Empleador") que cubre a los empleados en 54 Noll Street, Brooklyn, Nueva York; nuestra Constitución y Estatutos; tarjetas de membresía y pago de cuotas firmadas por los empleados solicitantes; registros de sus pagos de cuotas enviadas a nosotros por el Empleador; el monto de las cuotas básicas de membresía que deben pagar los empleados que no son miembros; nuestro método para calcular las cuotas básicas de membresía; y el proceso por el cual los empleados pueden impugnar el cálculo de las cuotas básicas de membresía.

La Junta Nacional de Relaciones del Trabajo es una agencia Federal independiente establecida en 1935 para hacer cumplir la Ley Nacional de Relaciones del Trabajo. La Junta lleva a cabo elecciones mediante voto secreto para determinar si los empleados quieren estar representados por una unión e investiga y remedia las prácticas ilícitas de trabajo cometidas por los patronos y las uniones. Para obtener más información sobre sus derechos conforme a la Ley y cómo puede radicar un cargo o una petición de elección, puede hablar confidencialmente con cualquier agente en la Oficina Regional de la Junta indicada más adelante. También puede obtener información de la página de Internet de la Junta: www.nlrp.gov y el número libre de cargo es (844) 762-NLRB (6572).

ESTE ES UN AVISO OFICIAL Y NO DEBE SER MUTILADO POR NADIE

Este aviso debe permanecer fijado durante 60 días consecutivos a partir de la fecha en que sea fijado y no debe ser alterado, mutilado, o cubierto por ningún otro material. Cualesquiera preguntas con relación a este aviso o el cumplimiento con las disposiciones del mismo pueden ser dirigidas a la Oficina de la Junta.



AVISO A LOS EMPLEADOS Y MIEMBROS

**FIJADO CONFORME A UN ARREGLO
APROBADO POR UN DIRECTOR REGIONAL DE LA
JUNTA NACIONAL DE RELACIONES DEL TRABAJO
UNA AGENCIA DEL GOBIERNO DE LOS ESTADOS UNIDOS**

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Local 713, International Brotherhood of Trade Union

(Unión)

(b) (6), (b) (7)(C)

Fechado:

5/8/2020

Por:

Two Metrotech Center, Suite 5100
Brooklyn, NY 11201

Número de Teléfono: 718-330-7713

Horas de Operación: 9:00 am to 5:30 pm

La Junta Nacional de Relaciones del Trabajo es una agencia Federal independiente establecida en 1935 para hacer cumplir la Ley Nacional de Relaciones del Trabajo. La Junta lleva a cabo elecciones mediante voto secreto para determinar si los empleados quieren estar representados por una unión e investiga y remedia las prácticas ilícitas de trabajo cometidas por los patronos y las uniones. Para obtener más información sobre sus derechos conforme a la Ley y cómo puede radicar un cargo o una petición de elección, puede hablar confidencialmente con cualquier agente en la Oficina Regional de la Junta indicada más adelante. También puede obtener información de la página de Internet de la Junta: www.nlr.gov y el número libre de cargo es (844) 762-NLRB (6572).

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AVISO A LOS EMPLEADOS Y MIEMBROS

FIJADO CONFORME A UN ARREGLO APROBADO POR UN DIRECTOR REGIONAL DE LA JUNTA NACIONAL DE RELACIONES DEL TRABAJO

UNA AGENCIA DEL GOBIERNO DE LOS ESTADOS UNIDOS

La Ley Federal leS Da a ustedes el derecho a:

- Formar, afiliarse a, o ayudar a una unión;
- Escoger representantes para negociar con nosotros en su representación;
- Actuar en conjunto con otros empleados para su beneficio y protección;
- Optar por no participar en ninguna de estas actividades protegidas.

NOSOTROS NO lo restringiremos ni lo coaccionaremos en el ejercicio de los derechos anteriores.

NOSOTROS NO fallaremos ni nos negaremos a proporcionarle la información relevante que usted solicite, incluyendo las solicitudes de los siguientes documentos: copias de los convenios colectivos entre nosotros y su Empleador, nuestra Constitución y Estatutos, su membresía y tarjetas de autorización de pago de cuotas, los registros de sus pagos de cuotas que nos envió su Empleador, su cantidad de cuotas básicas de membresía cobrables, nuestro método para calcular sus cuotas básicas de membresía y el proceso mediante el cual puede impugnar el cálculo de sus cuotas básicas de membresía.

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AVISO A LOS EMPLEADOS Y MIEMBROS

**FIJADO CONFORME A UN ARREGLO
APROBADO POR UN DIRECTOR REGIONAL DE LA
JUNTA NACIONAL DE RELACIONES DEL TRABAJO
UNA AGENCIA DEL GOBIERNO DE LOS ESTADOS UNIDOS**

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Local 713, International Brotherhood of Trade Union

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